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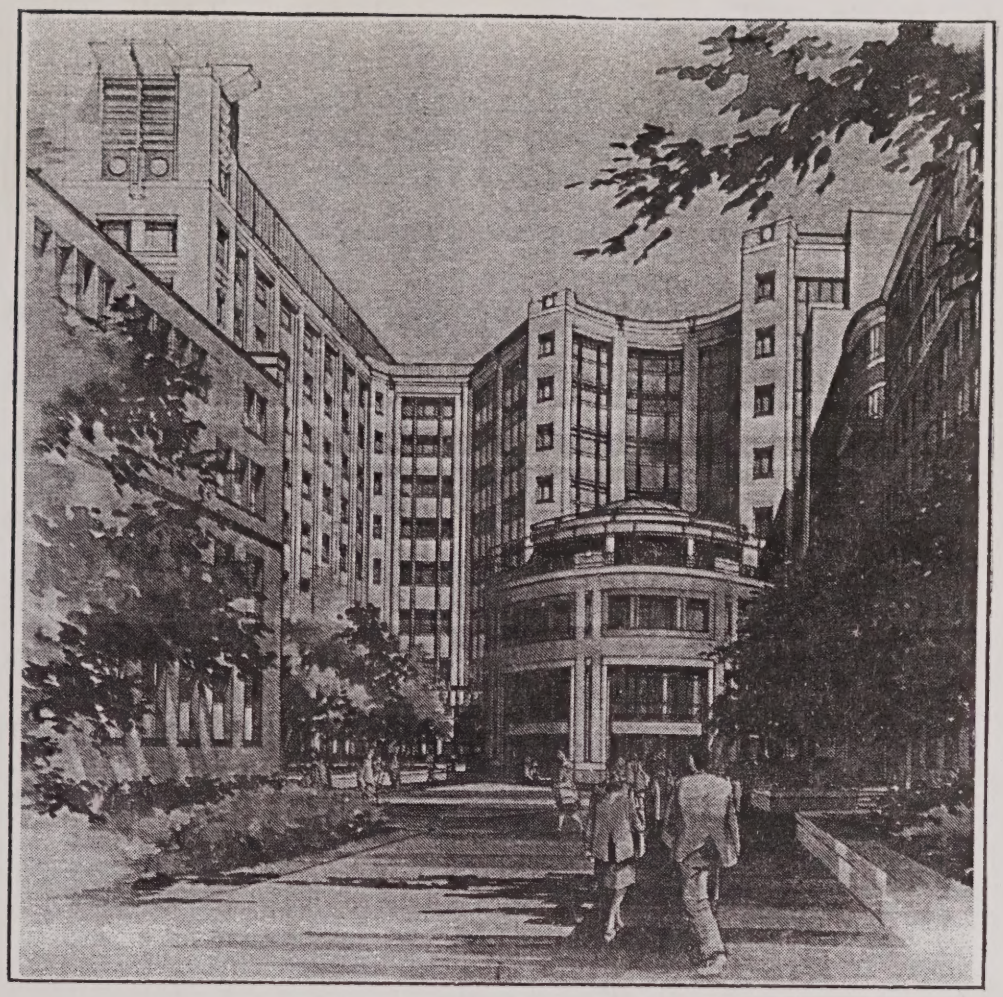

New England Medical Center Hospitals, Inc.

750 Washington Street
Boston, Massachusetts

September 16, 1992

NEW ENGLAND MEDICAL CENTER HOSPITALS, INC.
750 WASHINGTON STREET
BOSTON, MASSACHUSETTS

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MEMORANDUM SEPTEMBER 16, 1992

TO: BOSTON REDEVELOPMENT AUTHORITY AND
PAUL BARRETT, DIRECTOR

FROM: GERARD KAVANAUGH, ASSISTANT DIRECTOR FOR
INSTITUTIONAL PLANNING AND DEVELOPMENT
OWEN DONNELLY, DEPUTY DIRECTOR, INSTITUTIONAL PLANNING
DENNIS CALLAHAN, PROJECT MANAGER, INSTITUTIONAL PLANNING

SUBJECT: PUBLIC HEARING CONCERNING A DEVELOPMENT IMPACT PROJECT PLAN SUBMITTED BY NEW ENGLAND MEDICAL CENTER HOSPITALS INC., 750 WASHINGTON STREET, BOSTON, IN CONNECTION WITH THE PROPOSED DEVELOPMENT OF THE PHASE 1 1-C PROJECT

SUMMARY: This memorandum requests that the Authority: (1) approve the Development Impact Project Plan (DIPP) submitted by New England Medical Center Hospitals, Inc. (NEMCH) in connection with the Proposed Phase 1 1-C Project; (2) authorize the Director to enter into a Development Impact Project Agreement ("Agreement"); (3) approve the proposed amendment to the NEMCH Master Plan which was originally approved on March 29, 1990; (4) approve NEMCH's Transportation Master Plan; (5) authorize the Director to enter into a Cooperation Agreement with NEMCH; (6) authorize the Director to issue an Adequacy Determination upon completion of the Authority's Article 31 process; and (7) authorize the Director to execute a license agreement between Tufts/NEMCH Inc., Don Bosco Technical High School and the Authority for a temporary parking lot on sliver parcels of land located on Washington Street.

INTRODUCTION

New England Medical Center Hospitals Inc. requests approval of a Development Impact Project Plan (DIPP) and a Development Impact Project Agreement ("Agreement") for the proposed construction of two connected eight-story buildings: 1-C North and 1-C South at 750 Washington Street. A three-story atrium will be featured as part of the 1-C North building and will serve as a focal point between the existing NEMCH facilities and the new project.

PROJECT DESCRIPTION

The New England Medical Center Hospitals, Inc. (NEMCH) is a not-for-profit, tertiary level teaching and research hospital adjacent to Tufts University Health Sciences Campus and within the Chinatown/South Cove neighborhood. It provides state-of-the-art medical care and is one of the leading centers of medical research in the country. Over the past several years, NEMCH has been one of the leading recipients of medical research funds from the National Institutes of Health (NIH). NEMCH employs approximately 5,000 people and occupies 1.4 million square feet of building space within its campus.

Located on a site within the NEMCH campus, the new buildings will house expanded inpatient and ambulatory care services. The project site area is 57,346 square feet and is bounded by Washington Street to the west, Oak Street on the south and Ash Street, Nassau Street, and other NEMCH facilities to the north and east.

The proposed Phase 1 1-C Project consists of the new construction of two connected eight-story buildings: 1-C North, housing inpatient care suites and a new emergency department; and 1-C South, housing new ambulatory care facilities. A three-story atrium will be featured as part of the 1-C North building. The 1-C North and 1-C South buildings will be connected by a pedestrian bridge linking floors two through eight and allowing through vehicular and pedestrian passage at ground level between Nassau, Ash, and Washington Streets.

The height of occupied floors for the North and South Buildings is 122.5 feet, with unoccupied mechanical and stair towers extending to 146.5 feet above ground level. The total floor area of the project will be 370,436 FAR square feet. With an FAR of 6.5, and a height of 146.5, the proposed buildings are within zoning requirements for the site as defined by Article 43, the Chinatown District.

The Proposed Project has been designed to blend with the architectural features of Chinatown and the older buildings on the NEMCH
campus and to relate to the more immediate context of the Washington Street corridor. Materials for the construction of the building are a brick exterior that is light in color and compatible with many of the existing buildings in the neighborhood.

NEMCH intends to construct the proposed project beginning in the fall of 1992, with completion in late 1995.

NEW ENGLAND MEDICAL CENTER HOSPITALS MASTER PLAN

On March 29, 1990, the Authority approved NEMCH's ten year (1990-2000) Institutional Master Plan (the "Master Plan"). Subsequently, on January 22, 1992, the Authority approved an amendment to the Master Plan. A minor modification of the Master Plan is needed to better reflect both the detailed description of the Phase 1 1-C project and the community benefits associated with it. The Proposed Project is consistent with the approved-as-amended Master Plan, which envisions four phases of development within the campus area, each of which is in conformance with the BRA's permanent zoning for Chinatown.

NEW ENGLAND MEDICAL CENTER HOSPITAL'S TRANSPORTATION MASTER PLAN:

As a condition to the approval of the March 29, 1990 Master Plan, NEMCH was required to submit a Transportation Master Plan. The purpose of this study was to provide a comprehensive overview of the transportation impacts of the NEMCH Master Plan development through the year 2000, taking into consideration the proposed Chinatown housing developments on Parcel A and Parcel B, so that appropriate mitigation measures could be incorporated into the campus transportation access plan.

The Transportation Master Plan was commissioned with extensive participation by a committee of representatives of the Chinese Economic Development Corporation as well as the Chinatown Neighborhood Council's Land Use Committee. Each of these committees has approved the proposed Transportation Master Plan.

ARTICLE 31 DEVELOPMENT REVIEW

In compliance with the Development Review Requirements set forth in Article 31 of the Boston Zoning Code, NEMCH submitted to the BRA a Project Notification Form (PNF) on December 19, 1990, a Draft Project Impact Report (DPIR) on April 7, 1992, and a Final Project Impact Report (FPIR) on July 31, 1992. The FPIR review by Authority staff has been completed, and a Final Adequacy Determination is expected to be prepared by September 30, 1992.

ENVIRONMENTAL REVIEW PROCESS

On September 26, 1989, NEMCH submitted an Environmental Notification Form (ENF) to the Massachusetts Environmental Protection Agency (MEPA). Following input from various public agencies, groups and individuals, including the BRA, MEPA determined on November 13, 1989 that an Environmental Impact Report (EIR) was required. On January 24, 1992 the Executive Office of Environmental Affairs (EOEA) made a determination that a joint Draft Environmental Impact Report (DEIR)/Draft Project Impact Report (DPIR) should be prepared that addressed issues raised in both the MEPA and BRA scopes. On April 7, 1992 such a joint DEIR/DPIR was submitted. On May 29, 1992 MEPA issued a Certificate stating that the DEIR/DPIR complied with applicable regulations. The Certificate noted MEPA's concern about the need for further analysis of traffic impacts, parking mitigation, sewer and water flows, and construction impacts with regard to the demolition of the Dispensary Building. On July 31, 1992 a FEIR/FPIR was submitted to respective agencies which addressed these concerns. It is expected that a Certificate stating that the Final EIR complies with applicable regulations will be issued on September 16, 1992.

BOSTON CIVIC DESIGN COMMISSION REVIEW

The Proposed Project was initially presented for review to the Subcommittee on Design of the Boston Civic Design Commission (BCDC), on December 10, 1991. At the March 3, 1992 meeting of the full BCDC, the Commission, by unanimous vote, voted to recommend approval of the schematic design of the Proposed Project and deferred action on the street design and lighting concept for the area under the Floating Hospital and suggested that NEMCH pay particular attention to the issue of the color of materials on the facades. These issues have subsequently been adequately addressed by NEMCH's architect in a letter submitted to the BCDC on September 8, 1992.

COMMUNITY REVIEW

The Proposed Project has undergone extensive review within the Chinatown community since May 1988. The Chinatown/South Cove Neighborhood Council has played a key role in the review process and on August 17, 1992 voted to unanimously endorse and support the Proposed Project.

PUBLIC BENEFITS PLAN

The Proposed Project is a "Development Impact Project" under Section 26A-3 of Article 26A and Section 26B of the Boston Zoning Code, and therefore subject to housing and jobs linkage obligations. The DIP Agreement anticipates that $1,352,180 in housing linkage funds and $270,436 in jobs linkage funds will be generated by the project; said figures will be subject to adjustment in the DIP Agreement based upon the certification of the "as built" project.

The project will generate a substantial number of construction and permanent employment opportunities for Boston residents. It is estimated that during the proposed project construction period, 300 construction jobs will be generated. A Boston Resident Construction Employment Plan as promulgated by the Boston Jobs Policy Act will be executed by and between NEMCH and the Boston Employment Commission and as such will govern hiring practices for construction jobs.

It is expected that NEMCH's completion of the Phase 1 1-C project will generate approximately 455 permanent jobs. NEMCH will enter into a Memorandum of Understanding and a First Source Agreement between the City of Boston, acting by and through the Economic Development and Industrial Corporation (EDIC) and the Mayor's Office of Jobs and Community Services, (OJCS), which will govern recruitment and hiring for designated categories of permanent employment positions.

In addition to the above mentioned public benefits associated with the 1-C Project, NEMCH has prepared in cooperation with the South Cove/Chinatown Neighborhood Council, a comprehensive Chinatown Community Benefits Plan as part of its approved Institutional Master Plan. A brief summary of these benefits are as follows:

1) Linkage - Commitment to a single 100,000 square foot exemption for housing and jobs linkage over the course of the entire Master Plan.

2) Job Training and Employment - Establishment of a voluntary fund for job training in an amount of $156,600 for a range of job training initiatives over a three-year period which began in 1991. The payment schedule for such funds is as follows: $60,000 in Year 1, $63,600 in Year 2, and $33,000 in Year 3.

   Collaboration with the Chinatown Occupational Training Center (COTC) to expand existing and specialized job training programs.

   Collaboration with community agencies to evaluate the effectiveness of existing job training programs and benefits to the Asian population.

   Continued participation in "Boston Summer Jobs Program".

3) Affirmative Action - Establishment of a working committee of representatives from the Chinatown Neighborhood Council (CNC) to work with NEMCH's Human Resources Department in its affirmative action program.

Appointment of a liaison to work with the CNC and community on affirmative action hiring.

Expansion of efforts to recruit youths from YES, YMCA, and the Boys and Girls Club for employment. NEMCH will provide on-site and off-site employment centers for affirmative action.

4) Purchasing and Contracting - Development of a purchasing and contracting program with minority-owned small businesses, including the designation of an individual to coordinate such a program.

5) Community Fund Raising - Provision of technical assistance through NEMCH's Development Office for fund raising efforts of the Chinatown community.

6) Interpreter Services - Continuation of multi-lingual interpreter services on a 24 hour a day basis. NEMCH interpreter services has increased its scope and translates written material into Chinese and Vietnamese. Materials include patient consent forms, menus, signs, brochures, patient education materials, discharge summaries, health care proxy and physician correspondence.

7) South Cove Community Health Center - Continuation of its commitment to the South Cove Community Health Center through an annual payment of $180,000.

8) Community Hospital Program - Establishment of a Community Hospital Program which will establish 26 beds on the second floor of the Pratt Building when the 1-C project is opened to service residents of Chinatown and the nearby communities.

9) South Cove Health Center Admitting Privileges - Admitting privileges to South Cove physicians is currently being negotiated.

10) Chinese Culture Institute - Extension of a lease with the Chinese Culture Institute for 4,100 square feet of space on the first floor of the Tremont Street Garage structure for $1 per year until 1999.

11) Community Monitoring - Continuation of updates every six months on the status of community benefits to the Chinatown Neighborhood Council and other interested community groups.

PAYMENT-IN-LIEU-OF-TAXES

The Proponent currently makes a payment in lieu of taxes (PILOT) of $826,308, of which $519,286 is targeted for support of community based services with a balance of $307,022 representing a cash payment to the city. Consistent with recent negotiations with representatives of the City's Assessor's Office, NEMCH will enter into a revised PILOT payment upon occupancy of its Proposed Phase 1 1-C project in 1995. NEMCH has currently proposed a total payment of $330,860 of which 25%, or $82,715 will go to community services with the remaining 75%, or $248,145 paid directly to the City of Boston.

TRANSPORTATION ACCESS PLAN AGREEMENT

The Proposed Project has undergone a lengthy review process with the Boston Transportation Department. Prior to the issuance of a building permit for the construction of the Proposed Project, NEMCH will enter into a Transportation Access Plan Agreement ("TAP Agreement") with the Commissioner of Transportation. The TAP Agreement will identify project goals and objectives, as well as mitigating measures, that are reasonably satisfactory to the Commissioner of Transportation.

CONCLUSION

BRA Staff recommends that the Authority: (1) approve the attached Development Impact Project Plan; (2) authorize the Director to execute the Development Impact Project Agreement; (3) approve the proposed amendment to the NEMCH Master Plan which was originally approved on March 29, 1990; (4) approve NEMCH's Transportation Master Plan; (5) authorize the Director to enter into a Cooperation Agreement with NEMCH; (6) authorize the Director to issue an Adequacy Determination upon completion of the Authority's Article 31 review process; and (7) authorize the Director to execute a License Agreement between Tufts/NEMCH Inc., Don Bosco Technical High School and the Authority for a temporary parking lot on Washington Street.

Appropriate Votes Follow:

VOTED: That in connection with the Development Impact Project Plan for the New England Medical Center Hospitals Inc., 750 Washington Street, Boston, Phase 1 1-C project presented at a public hearing duly held at the offices of the Boston Redevelopment Authority on September 16, 1992, and after consideration of the evidence presented at the hearing, the Boston Redevelopment Authority finds that said Plan: (1) conforms to the general plan for the City of Boston as a whole; (2) contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) does adequately and sufficiently satisfy all other criteria and specifications for a Development Impact Project as set forth in Articles 26A and 26B of the Boston Zoning Code, as amended; and further

VOTED: That pursuant to the provisions of Articles 26A and 26B of the Boston Zoning Code, as amended, the Boston Redevelopment Authority hereby approves the Development Impact Project Plan for the New England Medical Center Hospitals Inc., 750 Washington Street, Boston. Said Development Plan is embodied in a written document entitled "Development Impact Project Plan for the New England Medical Hospitals Center Phase 1 1-C Project" dated September 16, 1992, and in a series of schematic drawings listed of said document; said document and plans shall be on file in the Office of the Boston Redevelopment Authority; and further

VOTED: That the Authority hereby authorizes the Director (1) to execute, in the name and on behalf of the Authority, (a) a Development Impact Project Agreement, in substantially the form attached hereto with such changes as the Director and the Chief General Counsel deem appropriate (the "DIP Agreement"); and (b) any other documents deemed necessary and appropriate by the Director and the Chief General Counsel in connection with the New England Medical Center Phase 1 1-C Project; and (2) to certify in the name of the Authority, (a) that plans submitted to the Inspectional Services Commissioner in connection with said Project are in conformity with said Development Impact Project Plan; and (b) that the developer has entered into a DIP Agreement with the Authority to be responsible for the Housing Contribution and a Jobs Contribution Grant; and further

VOTED: That the Authority and the Director hereby approve NEMCH'S Proposed Amendment to NEMCH's Master Plan.

VOTED: That the Authority and the Director hereby approve NEMCH'S Proposed Transportation Master Plan.

VOTED: That the Authority hereby authorizes the Director to execute, in the name and on behalf of the Authority, an Adequacy Determination with respect to the Final Project Impact Report for the New England Medical Center Hospitals Inc., Phase 1, 1-C Project, 750 Washington Street, Boston, upon completion of the review of the Authority of such Final Impact Report for said Project; and further

VOTED: That the Authority hereby authorizes the Director to execute a License Agreement between Tufts/NEMCH Inc., Don Bosco Technical High School and the Authority for a temporary parking lot on sliver parcels of land abutting Don Bosco for the joint use of Don Bosco faculty, students, and NEMCH employees.

VOTED: The Boston Redevelopment Authority recommends design approval with the proviso that the plans are consistent with the Development Impact Project Plan, and that the final design review approval shall not be granted prior to the execution of a Transportation Access Plan Agreement. A Boston Resident Construction Employment Plan, a Memorandum of Understanding, a First Source Agreement, and other necessary agreements with the Mayor's Office of Jobs and Community Services and the Director is further authorized to execute any additional documents he may deem necessary to effectuate any changes from the original disposition documents resulting from the above design review process.

New England Medical Center

1-C Project

Shepley Bulfinch Richardson and Abbott

Nov. 22, 1991

1C Site Plan

NEW ENGLAND MEDICAL CENTER
PHASE 1 1-C

Institutional Development Project
Fact Sheet
(September 16, 1992)

Project Name:	New England Medical Center Phase 1 1-C
Project Address:	Washington St. (north of Oak St.)
Developer:	New England Medical Center
Uses:	Clinical
Development Program:	442,219 square feet Clinical
Development Cost:	$125 million
Projected Benefits:	
Housing Linkage:	$1,350,000
Jobs Linkage:	$270,000
Construction Jobs:	300
Permanent Jobs:	455
Site Area:	57,345 s.f.
Campus FAR:	6.5
Underlying Zoning:	Institutional Subdistrict (Article 43)
Building Height:	8 stories
Parking:	None
Necessary Approvals:	
Necessary Zoning Relief:	None
Development Review Status:	
DIPP Hearing Date:	September 16, 1992
BRA Hearing Date:	September 16, 1992
BCDC:	March 3, 1992

Board of Appeal Hearing:

Other Significant Dates:

Construction Timetable:

Estimated Start of Construction: 1992-IV

Estimated Completion of Construction: 1995-IV

Construction Sequence:

Article 31 Review Process

PNF Submission: December 19, 1991

Scoping Determination Issuance: Septrember 3, 1991

DPIR Submission: April 7, 1992

PAD Issuance: June 17, 1992

FPIR Submission: July 31, 1992

AD Issuance:

BOSTON REDEVELOPMENT AUTHORITY
DEVELOPMENT IMPACT PROJECT PLAN

FOR

NEW ENGLAND MEDICAL CENTER HOSPITALS INC.
750 WASHINGTON STREET
BOSTON, MASSACHUSETTS

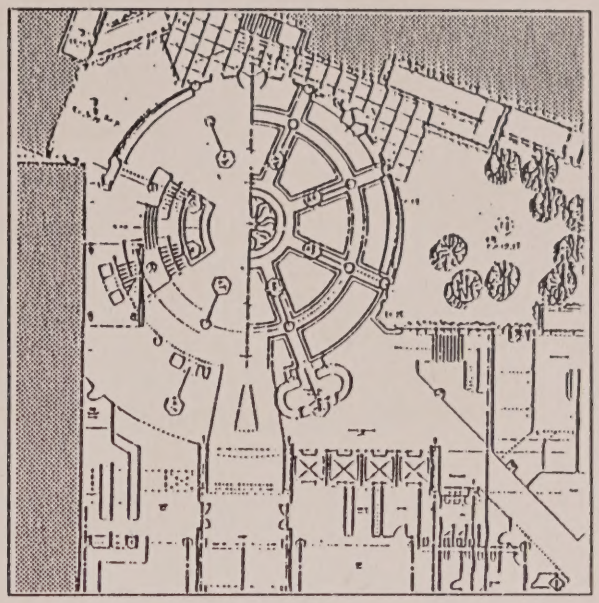
SEPTEMBER 16, 1992

Submitted to:

THE BOSTON REDEVELOPMENT AUTHORITY

Submitted by the developer and owner:

NEW ENGLAND MEDICAL CENTER HOSPITALS, INC.
750 Washington Street
Boston, MA 0211



Project Description

DEVELOPMENT IMPACT PROJECT PLAN
1-C PROJECT PHASE 1

PROJECT DESCRIPTION

Project Site and Neighborhood Context

The project site has an area of 57,346 square feet (sf) and is bounded by Washington Street on the west, Oak Street on the south, and Ash Street, and other NEMCH facilities to the north and east. The Don Bosco Technical High School is located just west of the site on Washington Street, and vacant land parcels are located along Oak Street to the south and east of the project site. A legal description of the project site is included in Appendix A.

The project site is within the New England Medical Center campus, which is an institutional subdistrict within the Chinatown District. The Midtown Cultural District is located just west of the site, on the opposite side of Washington Street.

Density

The New England Medical Center Hospitals (NEMCH) 1-C Project Phase 1 consists of new construction for two connected eight-story buildings: 1-C North and 1-C South. A three-story atrium will be featured as part of 1-C North. A summary of total square footage is shown below.

North Building gross square feet	237,753
South Building gross square feet	161,064
Subtotal	398,817
Atrium	43,402
Total	442,219
Less Mechanical/Electrical Stairs and Elevators	71,783
Total FAR Area	370,436
FAR (57,346 area sf)	6.5

With an FAR of 6.5, the proposed buildings are well within zoning requirements for the site as determined by the Article 31 process, which restrict heights to 125 feet and limits development to an FAR of 8.0.

Dimensions of Structures

Site dimensions are as shown on the site plan drawing included in Appendix A.

The proposed building program will occupy eight stories to a height of 122.5 feet. The mechanical penthouses on 1-C North and South will rise to a height of 146.5 feet. The 1-C North and 1-C South buildings will be connected by a pedestrian bridge linking floors two through eight and allowing through-vehicular and pedestrian passage at ground level between Nassau, Ash, and Washington Streets.

Appearance of Structures

The scale, proportions, and detailing of the 1-C Project Phase 1 have been carefully designed to blend with the architecture of Chinatown. The buildings will form a consistent street edge along Washington and Oak Streets in response to the Mid-Town Cultural District guidelines. The classical brick and precast detailing is intended to blend with older buildings on the NEMCH campus and in the Chinatown community. The elevations are carefully proportioned with precast banding, colored brick patterns and corner elements to create a scale appropriate to the community. Illustrative renderings of the proposed structures are included in Appendix A. Mock-up samples of building materials have been constructed at the project site and are available for review.

The new Hospital entrance under the Floating Hospital into the Atrium will be clearly marked with canopies, signage, and special paving. Special lighting fixtures will uplight the underside of Floating to create a bright and safe space around the entrance and the MBTA station across the street.

Significant architectural details from the Jackson Building and the Boston Dispensary will be incorporated into the atrium and the adjacent park to preserve a sense of history of NEMCH and the community. These include a brick mural of the Good Samaritan from the Dispensary facade and a large masonry medallion from the entrance to Jackson.

Proposed Uses

Proposed uses for the 1-C South building include:

Basement level	• Support/pharmacy
Ground level	• Lobby/speech, hearing & language/ear, nose & throat/entrance
Mezzanine level	• Adult urology/social work
Second floor	• Maternal & fetal medicine/general obstetrics & gynecology
Third floor	• Women's surgery/reproductive endocrinology/ gynecological & oncology offices
Fourth floor	• Plastic surgery/general surgery
Fifth floor	• Day surgery/recovery
Sixth floor	• Cardiology/cardiothoracic surgery
Seventh floor	• Multi-specialty clinic/breast health center/ cancer center support
Eighth floor	• Cancer center clinic
Roof	• Mechanical

Proposed uses for the 1-C North building include:

Basement level	• Emergency offices/support/mechanical
Ground level	• Emergency
Mezzanine level	• Obstetrics/gynecology/offices
Second floor	• Neonatal intensive care unit
Third floor	• Postpartum nursing unit
Fourth floor	• General surgery nursing unit
Fifth floor	• Operating rooms
Sixth floor	• Cardiology nursing unit
Seventh floor	• Cancer services nursing unit
Eighth floor	• Cancer services nursing unit
Roof	• Mechanical

The atrium's lower levels will house uses such as an auditorium, support services, lobbies, food court and gift shop. A connecting building will include conference rooms and family waiting areas that relate to clinical services on the upper floors of the North Building.

Open Space and Landscaping

From an urban design and public amenities perspective, a key contribution that any urban development can make is found in the

open space that it offers. In recognition of this, NEMCH currently is developing a comprehensive open space proposal for its campus. In fulfillment of the commitment made in the Master Plan, the Hospital has provided lighting, landscaping and maintenance services for the landscaping in the center divider on lower Washington Street.

The design of the central open space outside the atrium, which is in the design development phase, is created by the demolition of the Boston Dispensary. By demolishing this building, the Hospital will be creating open space in excess of that described in the Master Plan. This public space will be open and inviting to the community, providing a park-like environment with lawns, plantings, and seating. The space will be well-lit at night, creating a safe space and passageway for the community. The atrium will also provide indoor space with amenities such as food service, a fountain, and seating space protected from weather.

A network of sidewalks linked to pedestrian walkways and open spaces have been integrated into the landscape plan. The sidewalks on Washington Street, Oak Street, Ash Street, and Nassau Street will be bordered in brick and lit with cast iron "Acorn" street lights that will recall the older buildings and history of the district. On Washington Street, street trees will be planted to enhance this major vehicular and pedestrian corridor into the downtown. The park adjacent to the atrium will provide a pleasant, convenient and safe walkway from Harrison Avenue through the atrium to Washington Street and the MBTA Station. Nassau Street will be extended from Harrison Avenue through to Washington Street providing another point of access through the block for pedestrians and vehicles.

Traffic Circulation

As a part of the 1-C Project Phase 1, the NEMCH emergency room ambulance entrance will be moved from Harrison Avenue to Nassau Street. Nassau Street will be extended to Washington Street and operated one way eastbound. In the block between Washington Street and Ash Street, Nassau Street will have a central median that divides two lanes of traffic on the left side, which will serve the emergency ambulances and through traffic, and two lanes of traffic on the right side, which will serve the Parcel C entrance and vehicles turning onto Ash Street for 1-C South Building pickup and drop-off.

Ash Street will be one way southbound between Nassau Street and Oak Street. (Oak Street will remain one-way eastbound.) Ash Street

between Bennet Street and Nassau Street will be closed and NEMCH will assume the right-of-way for this street for the 1-C North Building site. NEMCH will also assume the right-of-way for Bennet Street, which will eventually be closed off to create an open space corridor.

In order to make the left turn onto Nassau Street from southbound Washington Street, the median break on Washington Street will be relocated to directly align with Nassau Street.

Parking

The 1-C Project Phase 1 will generate a demand for 352 employee parking spaces and 212 visitor and patient spaces. The employee parking demand will be met by a new parking garage on Traveler Street between Harrison Avenue and Washington Street, which is consistent with NEMCH and community goals to provide employee parking outside its campus and the Chinatown core area. New visitor demand and displaced visitor and patient parking will be directly replaced in the Tremont Street Garage, from which current employee parkers will be relocated to Traveler Street. In addition, parking demand for patients and visitors may be met by existing surface parking or other possible parking facilities on Parcel C. The Traveler Street Garage and possible Parcel C parking facilities will each undergo its own public review process.

Off-street parking for six emergency ambulances will be provided at the 1-C North Building emergency room entrance accessed from Nassau Street. In addition, non-emergency ambulances will drop off patients and park along the west side of Ash Street next to the 1-C South Building. Along Washington Street, 19 of the 23 meter spaces will be removed to create a drop-off area, which will be restricted to very short term parking. NEMCH is meeting with the Chinatown Neighborhood Council and the BTD to discuss replacement strategies for the nighttime use of the metered spaces by residents. Some spaces may be replaced by the conversion of curb frontage on Harrison Avenue into metered spaces once the hospital emergency entrance is relocated.

Loading Facilities

The 1-C Project Phase 1 will utilize existing loading facilities at the Proger and Floating Hospital buildings and will not involve the construction of any new loading facilities.

Access to Public Transportation

The 1-C Project Phase 1 will have excellent access to the nearby MBTA Orange Line station at New England Medical Center. This station is located directly across the street from the proposed main entrance to the hospital at the new Atrium Building. One of the major goals of the project design has been to improve access to the MBTA station for both the Medical Center campus and the surrounding neighborhood. To achieve this goal, the Bennet Street open space and the Atrium building will serve as a major pedestrian corridor between Harrison Street and Washington Street. As a part of the 1-C Project Phase 1, NEMCH will also improve the lighting and the Washington Street crosswalks leading to the MBTA station.

Relationship to Master Plan

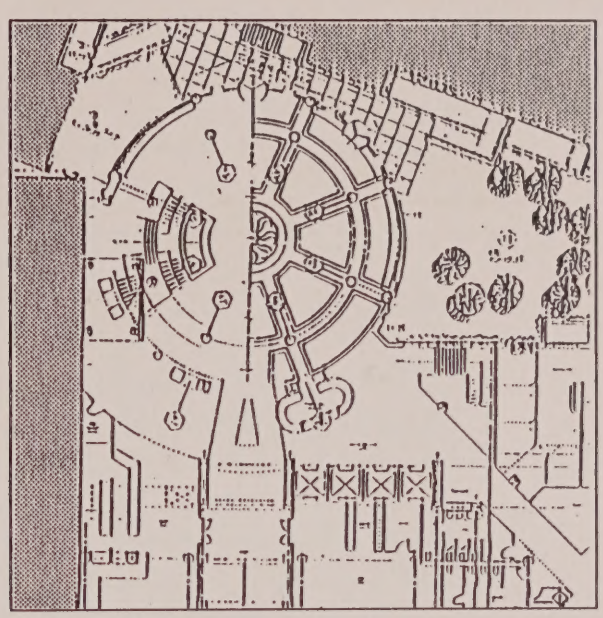
The 1-C Project Phase 1 is being submitted to the Boston Redevelopment Authority (BRA) Board for Article 31 plan approval in conjunction with an amended Master Plan and a Transportation Master Plan. The 1-C Project is the first phase of the New England Medical Center Master Plan (1990-2000), which was reviewed by the community over a two-year period. The BRA approved the NEMCH Master Plan on March 29, 1990, with the condition that all development contemplated in the Master Plan be reviewed by the community and that a transportation study be completed.

The overall 1-C Project Phase 1 remains much the same as that described in the 1990 Master Plan. During the course of detailed planning and design, however, a number of program elements have evolved as summarized here and presented in more detail in the Master Plan Amendment. The research facilities component, which was originally slated for this site, will be located off-site, and the community hospital will be housed in the Pratt Building. In their place, NEMCH will provide expanded ambulatory care, inpatient functions, and maternity services. The current plan relocates the emergency room from Harrison Street to Nassau Street, which is a non-residential cross street within the NEMCH Campus. The square footage for the 1-C Project Phase 1 has increased from 252,000 square feet as set out in the 1990 Master Plan to the current 370,000 FAR square feet (442,000 gross square feet). The current square footage is well within the ceiling of 718,969 square feet established for the total 1-C Project in the Master Plan. In order to maintain this overall project ceiling, however, subsequent phases of the 1-C Project are anticipated to be smaller than originally projected. The current project has an FAR of 6.5, which falls below the FAR of 8.0 established for this site as a

result of following the Article 31 review process.

The joint NEMCH/Chinatown Housing Master Plan Transportation Study was completed in June 1991, and is now being submitted to the BRA for approval. The Transportation Master Plan shows that the proposed NEMCH/Chinatown projects add only a minor increment of traffic to the study area streets compared to both the existing and the No Build traffic levels. Since the Transportation Master Plan was prepared, the 1-C Project Phase 1 has changed slightly by removing the research component and adding more floor area for outpatient and tertiary care in 1-C South, and by shifting parking from the Herald Street garage to the proposed Traveler's Street garage, which is outside of Chinatown. With these revisions and updates, however, the conclusions of the Transportation Master Plan study do not change substantively as was shown in the more site specific traffic analysis for the 1-C Project Phase 1 included in the Final Project Impact Report/ Environmental Impact Report.

In addition to its other community planning efforts and consistent with the BRA's conditional approval requirement, NEMCH began a community review process for the 1-C Project Phase 1 on March 13, 1992, with the first meeting with the Land Use Committee of the Chinatown Neighborhood Council (CNC). The Land Use Committee met regularly between March and June to review the proposed project and its impacts. In late June, the full CNC began its review, which resulted in a vote of support at its August 17, 1992 meeting, for the Master Plan Amendment, the Transportation Master Plan, and the 1-C Project Phase 1.



Community Benefits

COMMUNITY BENEFITS

Projected Number of Employees

The development of the 1-C Project Phase 1 is expected to generate both construction-related jobs and permanent jobs, contributing new employment opportunities in the area. The Hospital anticipates that the construction phase will yield approximately 300 construction related jobs at peak. Over the duration of the construction, nearly 1200 jobs will be created, or the equivalent of 455 full time person years.

NEMCH will submit a Boston Residents Construction Employment Plan for the 1-C Project Phase 1 to the Mayor's Office of Jobs and Community Services (OJCS) in accordance with the requirements of the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985, and the requirements of the Ordinance Establishing the Boston Employment Commission set forth in Chapter 12 of the Ordinances of 1986, as amended by Chapter 17 of the Ordinances of 1986. NEMCH will formulate a Memorandum of Understanding (MOU) that presents NEMCH's current and continuing good faith efforts to ensure that 50% of certain employment opportunities created by the 1-C Project Phase 1 shall be made available to Boston residents. NEMCH will use the services of the Private Industry Council sponsored programs concurrently with its general recruitment efforts to fill certain positions within the 1-C Project Phase 1.

Development Impact Project Contributions

The 1-C Project Phase 1 is a "Development Impact Project" under the Zoning Code. As required thereunder, NEMCH will enter into a Development Impact Project Agreement with the Boston Redevelopment Authority (BRA) for the 1-C Project Phase 1 (DIP Agreement).

Under the DIP Agreement, NEMCH shall be responsible for making a Housing Contribution Grant with regard to the 1-C Project Phase 1. Pursuant to the formulas set forth in Article 26A of the Zoning Code, the Housing Contribution shall be in the amount $1,352,000, payable to the Neighborhood Housing Trust, in two accelerated installments: the first payment of $216,360 in November 1991, and the balance at the issuance of a building permit, anticipated in November 1992. At NEMCH's option, in accordance with the Housing Creation Option in Section 26A-2(3)(a), a proposal will be submitted to the Neighborhood Housing Trust to use NEMCH's Housing Contribution for the creation

of low and moderate income housing units on Parcels A and B in Chinatown.

The Housing Contribution Grant is calculated as follows:

1-C Project Phase 1	
Total FAR gross square feet	370,000
Threshold exclusion	100,000
Net DIP gross square feet	270,000
	x $5
	$1,352,000

As required under Section 26B-3 of the Zoning Code, and as required under the terms of the DIP Agreement, NEMCH shall also be responsible for making a Jobs Contribution Grant with regard to the 1-C Project Phase 1, in the manner and under the conditions specified in the DIP Agreement. The Jobs Contribution Grant will equal approximately $270,436, calculated as follows:

1-C Project Phase 1	
Total FAR gross square feet	370,436
Threshold exclusion	100,000
Net DIP gross square feet	270,436
	x $1
	$270,436

In accordance with Section 26B-2 (3), NEMCH will submit the Jobs Contribution Grant towards the Jobs Creation option. A proposal for this option will be made to the Mayor's Office of Jobs and Community Services for their approval at its next meeting, September 22, 1992.

Other Master Plan Community Benefits

The following summarizes NEMCH's expanded community benefits, additional to the statuatory Housing and Jobs linkage.

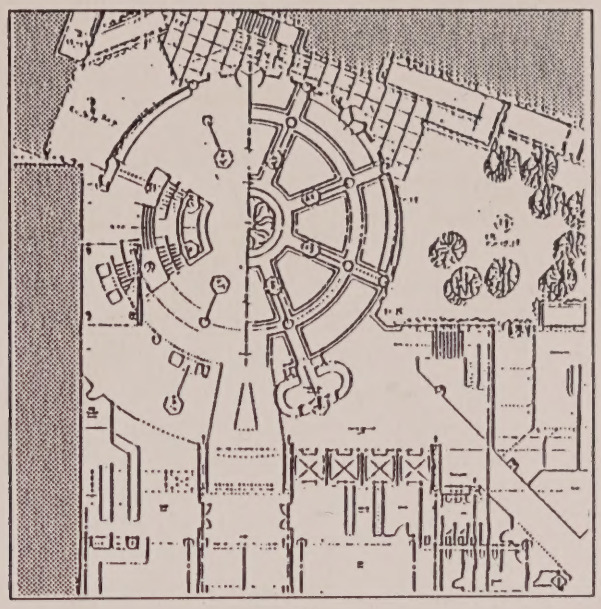
Summary

Master Plan Community Benefits		Paid To Date
Housing Linkage	$1,352,000	$216,000 (Nov. 8, 1991)
Jobs Linkage	$270,000	
Job Training	$156,000	$123,000 (yrs. 1&2 of 3 yr. plan)

• Medical Secretary Training	$33,000	$33,000 (August, 1992)
• Chinatown Workplace Education Initiative	$120,000	
• Biomedical Career Training Program		
• Boston Summer Jobs Program		
Affirmative Action and Hiring Program		
Purchasing and Contracting • Vendor fairs March &July 1992 • Asian construction contracting		
South Cove Health Center	$180,000	$180,000 (Annually)
Continuation of annual funding		
South Cove Health Center Medical Director	$100,000	$50,000 (1992)
Health Care Committee Health Survey	$20,000	$20,000 (1992)
Chinatown Neighborhood Council operating funds FY 92 & 93	$75,000	$25,000 (1992)
Chinatown Trust Fund 1-C; Pratt 7&8	$200,000	

Payments in Lieu of Taxes

The proponent currently makes a payment in lieu of taxes (PILOT) of $826,308, of which $519,286 was targeted for support of community-based services with a balance of $307,000 representing a cash payment to the City. Consistent with recent negotiations with representatives of the City's Assessor's Office, NEMCH has agreed to increase its annual PILOT payment by approximately $330,000 upon occupancy of its 1-C project in 1995. The distribution of these additional PILOT funds will be $240,000 to the City and $82,000 for community services.



Public Review Processes

PUBLIC REVIEW PROCESSES

Zoning

The proposed project is located within an institutional subdistrict and is therefore subject to review pursuant to Article 43-6 of the Boston Zoning Code. Such a project within this institutional subdistrict may have a building height of 125 feet and a floor area ratio (FAR) of 8 with compliance of the provisions of Article 31 of the Boston Zoning Code. Because of the nature and design of the project, the project proponent has elected to comply with the provisions of the Article 31 development review requirement and proceed with certification by the BRA that the proposed project is in compliance.

BRA Design Review

The Boston Redevelopment Authority (BRA) is conducting an ongoing design review of the project plans through the completion of the construction document phase. Design Development drawings were submitted to the BRA design staff on August 12, 1992. A list of the submitted drawings is included in Appendix C.

Boston Civic Design Commission

The 1-C Project Phase 1 is subject to Article 28 of the Zoning Code, requiring review by the Boston Civic Design Commission (BCDC). Copies of Schematic Design plans were submitted to the BCDC in November 1991 for review pursuant to said Article 28. NEMCH met with the BCDC over the course of the next several months in conjunction with the BRA design staff. On March 3, 1992, the BCDC approved the project with a condition that the BCDC review the lighting plan for Washington Street, taking specific note of the lighting plan under the Floating Hospital.

Environmental Review

The 1-C Project Phase 1 is subject to both the Massachusetts Environmental Policy Act (MEPA) review process and the City's Article 31 review process. These processes were initiated by the submittal of an Environmental Notification Form (ENF) to the State in September 1989 and a Project Notification Form (PNF) to the City in December 1990. In these forms, NEMCH defined the intended project program at the time of submittal. In response, the State issued a scoping document in November 1989, and the City issued theirs in October 1991. These two scoping documents defined the studies that

NEMCH was to conduct in the combined Draft Project Impact Report/ Environmental Impact Report (DPIR/EIR). In December 1991, the State was made aware of program changes but determined that the earlier scope still pertained.

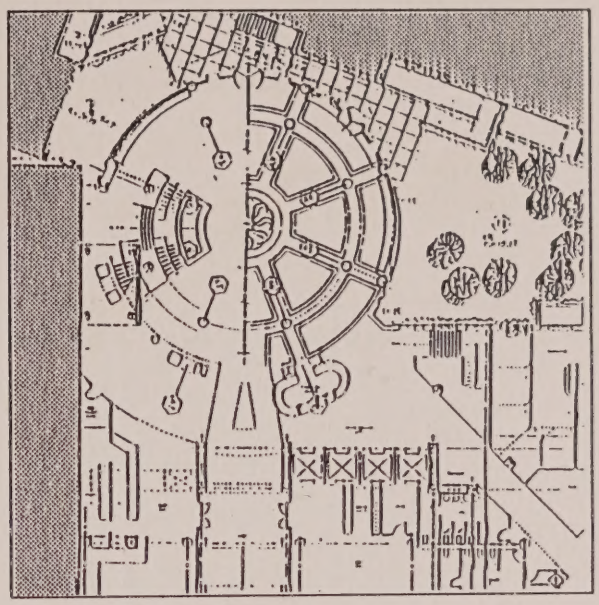
The State scoping determination called for the following studies:

- Cumulative Impact Analyses of Development through the Year 2000
- Traffic
- Parking and Parking Freeze
- Air Quality
- Water and Sewer
- Construction
- Impact on the Built Community

The City's scope asked for the following studies, many of which overlapped with the State's scope:

- General Information
- Transportation
- Environmental (Wind, Shadow, Daylight, Air Quality, Solid and Hazardous Waste, Noise, Geotechnical Impacts, Construction Impacts, and Rodent Control)
- Urban Design
- Historic Resources
- Infrastructure

NEMCH submitted the completed DPIR/EIR in April 1992, after which followed a public comment period. Taking all comments into consideration, the City and State have issued the Preliminary Adequacy Determination and the Certificate of Adequacy, respectively. These documents include requests for clarification and further information that have been included in the Final PIR/EIR. The FPIR/EIR was submitted to the Executive Office of Environmental Affairs (EOEA) on July 31, 1992, and to the BRA on August 4, 1992.



Construction Schedule

CONSTRUCTION SCHEDULE

Construction for the 1-C Project Phase 1 will begin in November, 1992 and is scheduled for completion in January 1996. Design and Construction Milestones are scheduled as follows.

- September 4, 1992
  Construction Documents Completion for Building Shell
  Design Development Completion for Building Fit-out

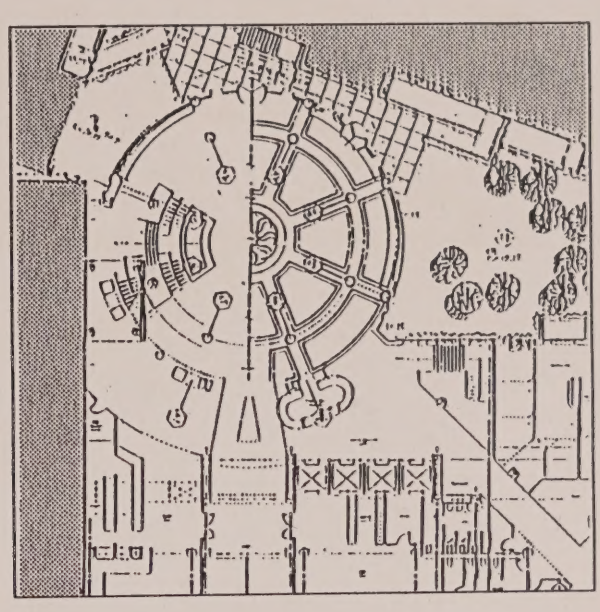
- September 1992
  Demolition of Jackson and Boston Dispensary Buildings

- October 16, 1992
  Construction Contract/Guaranteed Maximum Price

- November 1992
  Construction Start

- January 22, 1993
  Construction Documents Completion for Building Fit-Out

- January 1996
  Project Completion

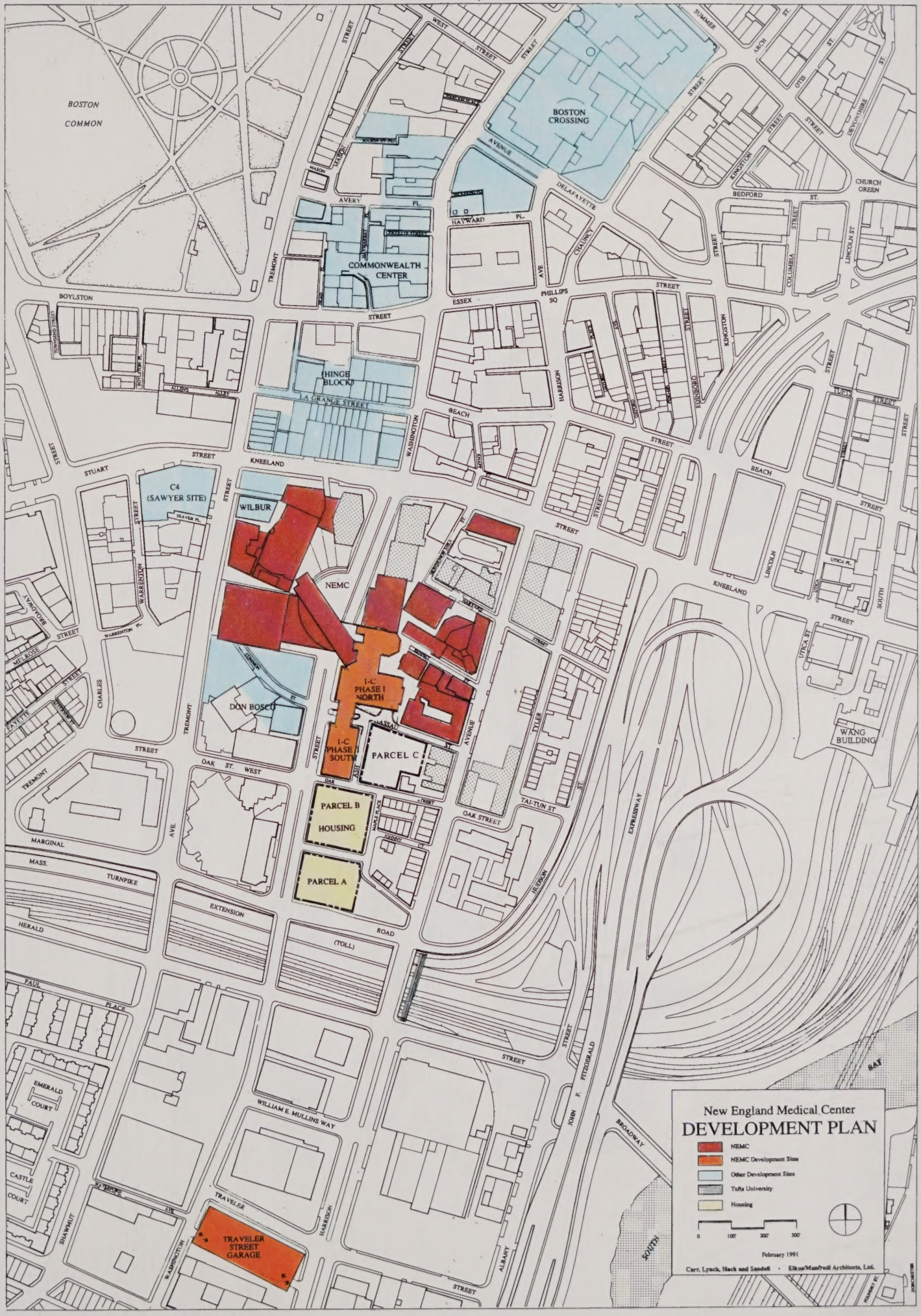


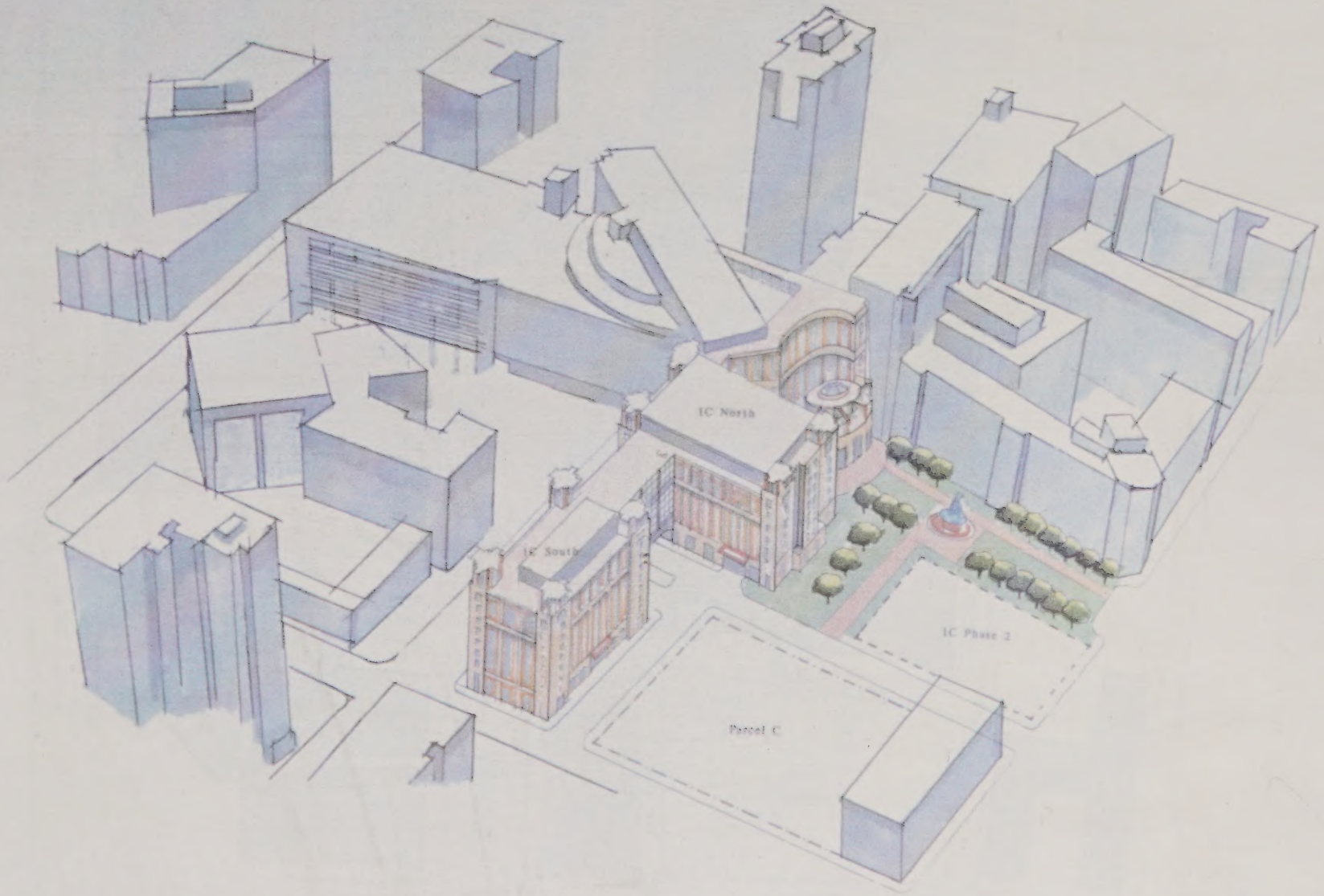
Appendices

APPENDIX A - DRAWINGS

The following drawings are included in this appendix to the Development Impact Project Plan.

- Development Plan
- Aerial
- Future Site Plan
- 1-C Site Plan
- Ground Level Plan
- Level 4 Plan
- Site Sections 1
- Site Sections 2
- Illustrative Rendering - Atrium at Bennet Street
- Illustrative Rendering - Washington Street


BOSTON COMMON
BOSTON CROSSING
COMMONWEALTH CENTER
(HINGE BLOCK)
C4 (SAWYER SITE)
WILBUR
NEMC
I-C PHASE I NORTH
I-C PHASE I SOUTH
DON BOSCO
PARCEL C
PARCEL B HOUSING
PARCEL A
TRAVELER STREET GARAGE
WANG BUILDING
BOYLSTON STREET
TREMONT STREET
AVERY STREET
HAYWARD PLACE
ESSEX STREET
BEACH STREET
KNEELAND STREET
STUART STREET
WARRENTON STREET
LA GRANGE STREET
WASHINGTON STREET
HARRISON AVENUE
DELAWARE AVENUE
KINGSTON STREET
BEDFORD STREET
CHURCH GREEN
LINCOLN STREET
UTICA STREET
OAK STREET
TAI-TUN STREET
TYLER STREET
EXPRESSWAY
MASS. TURNPIKE EXTENSION
HERALD STREET
MARGINAL AVE.
PAUL PLACE
EMERALD COURT
CASTLE COURT
SHAWMUT AVE.
WILLIAM E. MULLINS WAY
ALBANY STREET
JOHN F. FITZGERALD EXPRESSWAY
BROADWAY
SOUTH STREET
RAF
New England Medical Center
DEVELOPMENT PLAN
NEMC
NEMC Development Sites
Other Development Sites
Tufts University
Housing
0 100' 300' 500'
February 1991
Carr, Lynch, Hack and Sandell · Elkus/Manfredi Architects, Ltd.



New England Medical Center

1-C Project

Shepley Bulfinch Richardson and Abbott

April 1992

Aerial

New England Medical Center

1-C Project

Shepley Bulfinch Richardson and Abbott

Nov. 22, 1991

Future Site Plan

New England Medical Center

1-C Project

Shepley Bulfinch Richardson and Abbott

Nov. 22, 1991

Ground Level

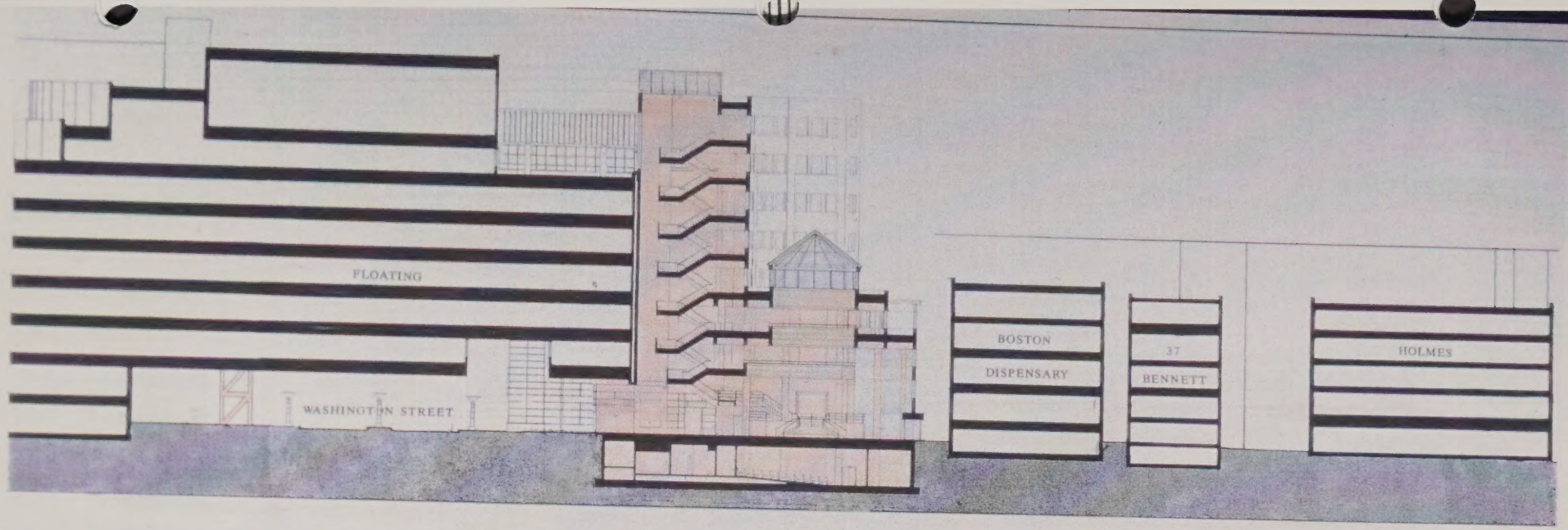
New England Medical Center

1-C Project

Shepley Bulfinch Richardson and Abbott

Nov. 22, 1991

Level 4



Section Through Atrium

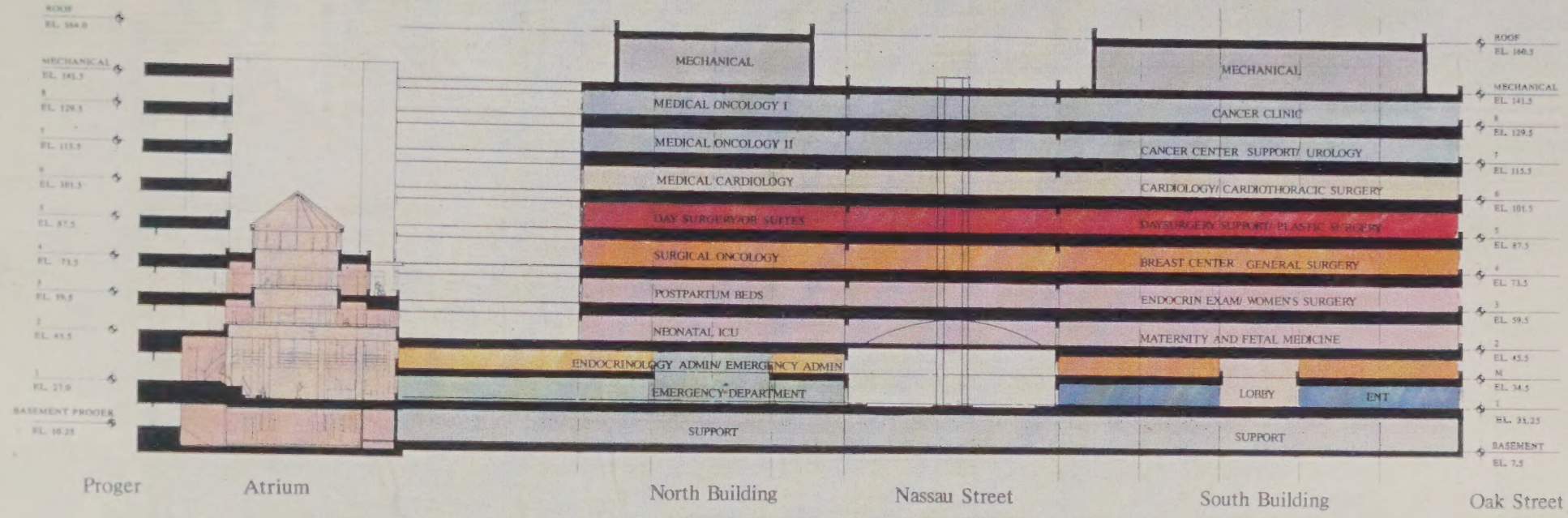
New England Medical Center

1-C Project

Shepley Bulfinch Richardson and Abbott

April 1992

Site Sections



New England Medical Center

1-C Project

Shepley Bulfinch Richardson and Abbott

April 1992

APPENDIX B - LEGAL DESCRIPTION OF PROJECT AREA

A certain parcel of land situated in the City of Boston, Suffolk County, Commonwealth of Massachusetts, bounded and described as follows (Figure B-1):

beginning at the intersection of the easterly sideline of Washington Street and the northerly sideline of Oak Street;

thence running N 11°16'55" E along the easterly sideline of Washington Street, a distance of 122.26 feet;

thence turning and running N 11°20'18" E along the easterly sideline of Washington Street, a distance of 128.02 feet to a point of curvature;

thence turning and running more northeasterly by a curved line to the right of radius 760.00 feet, a distance of 68.33 feet;

thence turning and running S 33°33'54" E, a distance of 21.04 feet;

thence turning and running N 56°26'06" E, a distance of 28.69 feet;

thence turning and running S 77°14'53" E, a distance of 28.17 feet;

thence turning and running N 11°24'57" E, a distance of 40.55 feet;

thence turning and running N 11°26'24" E, a distance of 26.79 feet;

thence turning and running S 52°39'15" E, a distance of 11.28 feet;

thence turning and running N 11°29'54 E, a distance of 67.74 feet;

thence turning and running S 78°32'21" E, a distance of 71.51 feet;

thence turning and running N 11°23'40" E, a distance of 14.15 feet;

thence turning and running S 78°36'20" E, a distance of 10.48 feet;

thence turning and running N 11°23'40" E, a distance of 5.06 feet;

thence turning and running S 58°38'41" E, a distance of 17.80 feet;

thence running S 58°38'41" E, a distance of 30.16 feet to the westerly end of Bennet Street;

thence turning and running S 32°11'14" W along the westerly end of Bennet Street, a distance of 29.85 feet;

thence running S 32°11'14" W, a distance of 89.37 feet;

thence turning and running S 26°13'44" W, a distance of 32.33 feet;

thence turning and running S 20°38'33" W, a distance of 13.39 feet to the center line of Corey Avenue;

thence turning and running S 69°49'16" E by the center line of said Corey Avenue, a distance of 49.99 feet;

thence turning and running S 69°38'57" E continuing along the center line of Corey Avenue, a distance of 19.59 feet;

thence turning and running S 20°18'23" W, a distance of 53.04 feet;

thence turning and running S 69°41'37" E, a distance of 7.71 feet;

thence turning and running S 20°18'23" W, a distance of 30.00 feet to the northerly sideline of Nassau Street;

thence turning and running N 69°41'37" W along the northerly sideline of said Nassau Street, a distance of 78.91 feet;

thence turning and running N 72°14'34" W along the northerly end of Ash Street, a distance of 29.64 feet to the westerly sideline of said Ash Street;

thence turning and running S 20°41'12" W along the westerly sideline of said Ash Street, a distance of 43.61 feet;

thence turning and running S 11°06'51" W along the westerly sideline of Ash Street, a distance of 178.15 feet to the intersection of the westerly sideline of Ash Street and the northerly sideline of Oak Street;

thence turning and running N 78°57'23" W along the northerly sideline of said Oak Street, a distance of 100.53 feet to the point of beginning;

containing 57,346 square feet (1.316 Acres) as shown on a plan entitled "PLOT PLAN, NEW ENGLAND MEDICAL CENTER, BOSTON, MASS." by Harry R. Feldman, Inc., dated March 3, 1992.

The above described parcel is subject to a water and sewer easement running between Bennet Street and Washington Street, a permanent surface easement and an air rights easement as shown on the plan.

The above described parcel contains Land Court Case No. 13684, Lot B of Land Court Case No. 13653, a portion of Lot 3 of Land Court Case No. 20387 B and a portion of Lot 2 of Land Court Case No. 29536 B.

The above described parcel also contains a portion of Corey Avenue, a private way.

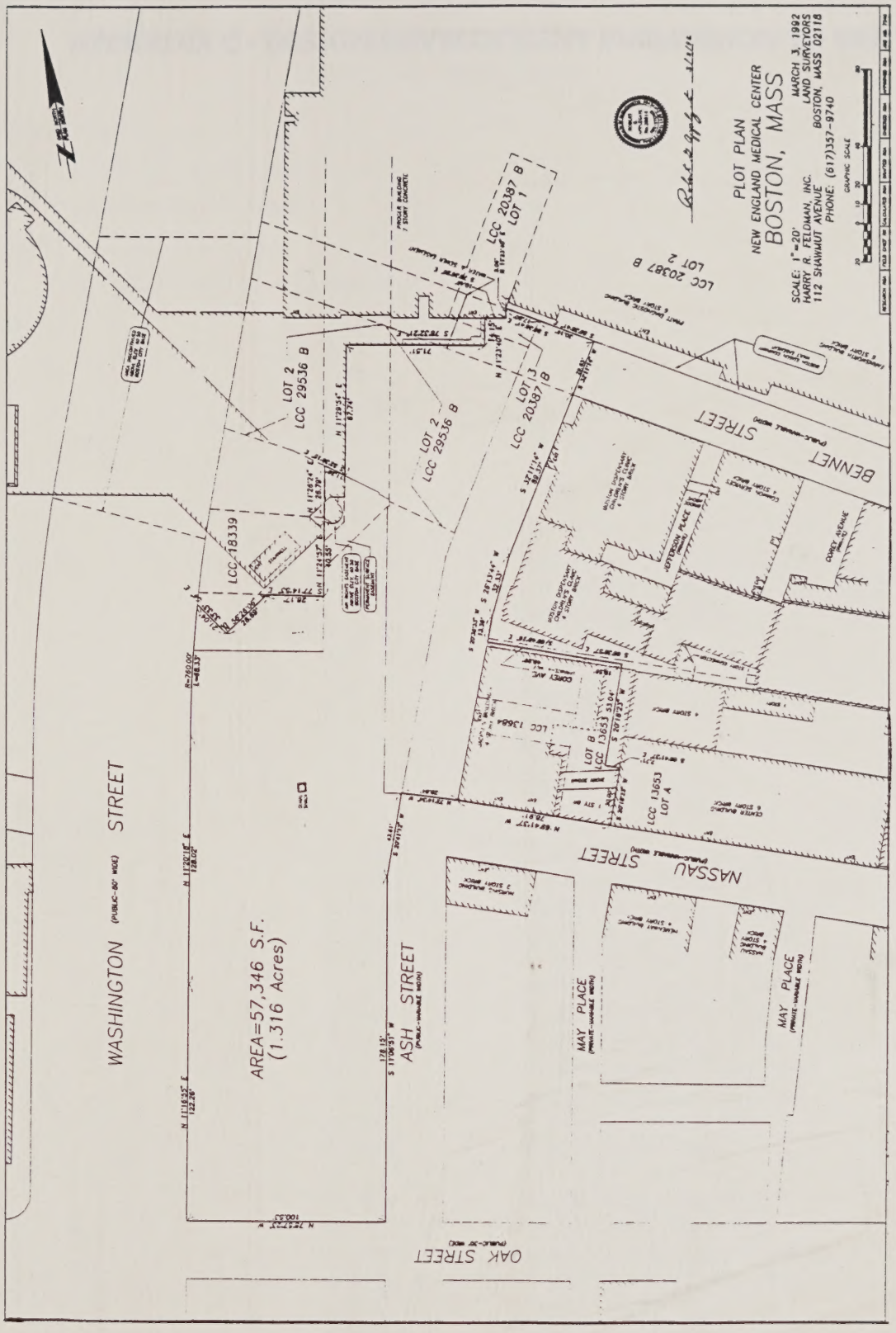


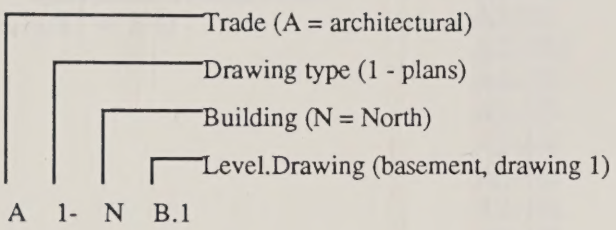
FIGURE B-1 Site Survey

APPENDIX C - DESIGN DEVELOPMENT SUBMISSION TO BRA

Drawing Type	Drawing Number	Drawing Title

PART III
LIST OF DRAWINGS

Drawing Number Key



Drawing Type	Drawing Number	Drawing Title
GENERAL	A-1	Coversheet
SITE PLANS	L-1	Survey Site Surficial Conditions
	L-2	Suvey Site Subsurface Conditions
	L-3	Site Preparation Plan
	L-4	Layout Plan
	L-5	Grading Plan
	L-6	Planting Plan
	L-7	Site Details
	L-8	Site Details
ARCHITECTURAL		
Floor Plans	A1-NB	North - Basement Plan
1/8" = 1'-0"	A1-N1	North - First Floor Plan
	A1-NM	North - Mezzanine Floor Plan
	A1-N2	North - Second Floor Plan
	A1-N3	North - Third Floor Plan
	A1-N4	North - Fourth Floor Plan
	A1-N5	North - Fifth Floor Plan
	A1-N6	North - Sixth Floor Plan
	A1-N7	North - Seventh Floor Plan
	A1-N8	North - Eighth Floor Plan
	A1-N9	North - Penthouse Plan
	A1-NR	North - Roof Plan
	A1-SB	South - Basement Plan
	A1-S1	South - First Floor Plan
	A1-SM	South - Mezzanine Floor Plan
	A1-S2	South - Second Floor Plan
	A1-S3	South - Third Floor Plan
	A1-S4	South - Fourth Floor Plan
	A1-S5	South - Fifth Floor Plan
	A1-S6	South - Sixth Floor Plan
	A1-S7	South - Seventh Floor Plan
	A1-S8	South - Eighth Floor Plan

Drawing Type	Drawing Number	Drawing Title
(ARCHITECTURAL CONT.)		
	A1-S9	South - Penthouse Plan
	A1-SR	South - Roof Plan
Reflected Ceiling Plans 1/8" = 1'-0"	A2-NB	North - Basement Reflected Ceiling Plan
	A2-N1	North - First Floor Reflected Ceiling Plan
	A2-NM	North - Mezzanine Reflected Ceiling Plan
	A2-N2	North - Second Floor Reflected Ceiling Plan
	A2-N3	North - Third Floor Reflected Ceiling Plan
	A2-N4	North - Fourth Floor Reflected Ceiling Plan
	A2-N5	North - Fifth Floor Reflected Ceiling Plan
	A2-N6	North - Sixth Floor Reflected Ceiling Plan
	A2-N7	North - Seventh Floor Reflected Ceiling Plan
	A2-N8	North - Eighth Floor Reflected Ceiling Plan
	A2-N9	North - Penthouse Reflected Ceiling Plan
	A2-SB	South - Basement Reflected Ceiling Plan
	A2-S1	South - First Floor Reflected Ceiling Plan
	A2-SM	South - Mezzanine Reflected Ceiling Plan
	A2-S2	South - Second Floor Reflected Ceiling Plan
	A2-S3	South - Third Floor Reflected Ceiling Plan
	A2-S4	South - Fourth Floor Reflected Ceiling Plan
	A2-S5	South - Fifth Floor Reflected Ceiling Plan
	A2-S6	South - Sixth Floor Reflected Ceiling Plan
	A2-S7	South - Seventh Floor Reflected Ceiling Plan
	A2-S8	South - Eighth Floor Reflected Ceiling Plan
	A2-S9	South - Penthouse Reflected Ceiling Plan
Exterior Elevations 1/8" = 1'-0"	A3-N1	North Building - West Elevation
	A3-N2	North Building - South Elevation
	A3-N3	North Building - East Elevation
	A3-N4	North Building - North Elevation
	A3-S1	South Building - West Elevations
	A3-S2	South Building - North/South Elevation
	A3-S3	South Building - East Elevation
	A3-A1	Atrium Elevations
	A3-1.1	Partial Elevation - Base Bays
	A3-2.1	Partial Elevation - Fl.Hosp - West Elevation
	A3-2.2	Partial Elevation - Fl.Hosp - West Elevation
	A3-5	Partial Elevation - N. Bldg Curved Bay
Building/Wall Sections (Scale as noted)		
	A4-3.1	Atrium Section
	A4-3.2	Atrium Section - Misc.
	A4-4	Wall Sections 1 - Typical and Tower
	A4-5	Wall Sections 2 - Curtain Wall and Bridge
(ARCHITECTURAL CONT.)		

Drawing Type	Drawing Number	Drawing Title
	A4-6	Wall Sections 3 - Curtain Wall and Main Entrance
	A4-7	Wall Sections 4 - Misc. Ground Level
	A4-8	Wall Sections 5 - Misc. Ground Level
	A4-9	Wall Sections 6 - Tower and Roof
	A4-10	Wall Sections 7 - Misc.
	A4-11	Wall Sections 8 - Atrium
	A4-12	Wall Sections 9 - Atrium
	A4-13	Wall Sections 10-Atrium
	A4-14	Wall Sections 11- Atrium
	A4-15	Wall Sections 12-Atrium
	A4-16	Wall Sections 13-Atrium
	A4-17	Wall Sections 14-Atrium
	A4-18	Wall Sections 15-Atrium
	A4-25	Penthouse Sections -South Bldg.
Exterior Details (Scale as noted)	A5-1	Foundation Wall Details
	A5-2.1	Exterior Wall Details
	A5-2.2	Exterior Wall Details
	A5-2.3	Exterior Wall Details
	A5-3	Exterior Plan Details
	A5-5.1	Bridge Details
	A5-5.2	Bridge Details
	A5-7.1	Roof Details
	A5-7.2	Roof Bracket and Railing Details
	A5-10.1	Curtain Wall Details
	A5-10.2	Curtain Wall Details
	A5-11	Window Details
Vertical Circulation 1/4" = 1'-0"	A6-2	Misc. Stairs - Plans, Sections, Details
	A6-3	Stair #N1 - Plans, Sections Details
	A6-4	Stair #S1 - Plans, Sections, Details
	A6-5	Stair #S2 - Plans, Sections, Details
	A6-6	Elevator - #A1, A2, A3, A4, N1, N2, N3 Sections and Details
Interior Elevations (Scale as noted)	A8-N1.01	Interior Elevations - North Ground Floor
	A8-N1.02	Interior Elevations - North Ground Floor
	A8-N1.03	Interior Elevations - North Ground Floor
	A8-S5.01	Interior Elevations - South Fifth Floor
	A8-S5.02	Interior Elevations - South Fifth Floor
	A8-S5.03	Interior Elevations - South Fifth Floor
	A8-S5.04	Interior Elevations - South Fifth Floor

(ARCHITECTURAL CONT.)

Drawing Type	Drawing Number	Drawing Title
Typical Interior Details (Scale as noted)	A9-1.1	Partition Types I
	A9-2.1	Door and Frame Types
	A9-2.2	Door and Frame Types Details
	A9-3	Interior Mounting Heights
	A9-4.1	Typical Casework
	A9-4.2	Typical Millwork and Casework Details
	A9-6.1	Misc. Interior Details

STRUCTURAL DRAWINGS

General	S-1	General Notes
	S-5	Braced Frame Elevations
	S-6	Braced Frame Details
	S-7	North - Moment Frame Elevations
	S-8	South - Moment Frame Elevations
	S-9	Typical Steel Details
	S-10	Typical Concrete Details
	S-11	Sections and Details
	S-12	Sections and Details
Plans 1/8" = 1'-0"	S1-NF	North - Foundation Plan
	S1-N1	North - First Floor Framing Plan
	S1-NM	North - Mezzanine Framing Plan
	S1-N2	North - Second Floor Framing Plan
	S1-N3	North - Third Floor Framing Plan
	S1-N4	North - Fourth Floor Framing Plan
	S1-N5	North - Fifth Floor Framing Plan
	S1-N6	North - Sixth Floor Framing Plan
	S1-N7	North - Seventh Floor Framing Plan
	S1-N8	North - Eighth Floor Framing Plan
	S1-N9	North - Penthouse Framing Plan
	S1-NR	North - Roof Framing Plan
	S1-SF	South - Foundation Plan
	S1-S1	South - First Floor Framing Plan
	S1-SM	South - Mezzanine Framing Plan
	S1-S2	South - Second Floor Framing Plan
	S1-S3	South - Third Floor Framing Plan
	S1-S4	South - Fourth Floor Framing Plan
	S1-S5	South - Fifth Floor Framing Plan
	S1-S6	South - Sixth Floor Framing Plan
	S1-S7	South - Seventh Floor Framing Plan
	S1-S8	South - Eighth Floor Framing Plan
	S1-S9	South - Penthouse Framing Plan
	S1-SR	South - Roof Framing Plan

ELECTRICAL DRAWINGS

Drawing Type	Drawing Number	Drawing Title
Power		
North Building	E1-NB	North - Basement Power Plan
	E1-N1	North - First Floor Power Plan
	E1-NM	North - Mezzanine Power Plan
	E1-N2	North - Second Floor Power Plan
	E1-N3	North - Third Floor Power Plan
	E1-N4	North - Fourth Floor Power Plan
	E1-N5	North - Fifth Floor Power Plan
	E1-N6	North - Sixth Floor Power Plan
	E1-N7	North - Seventh Floor Power Plan
	E1-N8	North - Eighth Floor Power Plan
	E1-NP	North - Penthouse Power Plan
	E1-NR	North - Roof Power and Lighting Plan
South Building	E1-SB	South - Basement Power Plan
	E1-S1	South - First Floor Power Plan
	E1-SM	South - Mezzanine Power Plan
	E1-S2	South - Second Floor Power Plan
	E1-S3	South - Third Floor Power Plan
	E1-S4	South - Fourth Floor Power Plan
	E1-S5	South - Fifth Floor Power Plan
	E1-S6	South - Sixth Floor Power Plan
	E1-S7	South - Seventh Floor Power Plan
	E1-S8	South - Eighth Floor Power Plan
	E1-SP	South - Penthouse Power Plan
HVAC DRAWINGS		
Details and Schedules	H-1	HVAC Legend, Symbols and Schedules 1
	H-2	HVAC Schedule 2
	H-4	HVAC Details 1
	H-5	HVAC Details 2
	H-6	HVAC Details 3
	H-7	Air Handling Unit Details
	H-8	Air Handling Unit Details
	H-?	Air Handling Unit Details
	H-9	Chilled Water Diagram
	H-11	Steam and Hot Water Diagram
	H-12	Fuel Oil Diagram
	H-14	Proger Piping Modification
	H-14	North - East Shaft Plans
	H-15	North - West Shaft Plans
	H-16	South Shaft No. 1 Plans
	H-16.1	North Shaft Profiels
	H-16.2	South Shaft Profiles
	H-17	South - South Shaft Plans
	H-17.1	South Shaft No. 1 Plans
	H-18	South Shaft No. 2 Plans
	H-19	Sections Mechanical Penthouse
	H-20	North - Shaft Plans
	H-21	South - No. 1 Shaft Plans
	H-22	South - No. 2 Shaft Plans

(HVAC CONT.)

Drawing Type	Drawing Number	Drawing Title
Plans		
North Building	H1-NB	North - Basement Ductwork Plan
	H1-N1	North - First Floor Ductwork Plan
	H1-NM	North - Mezzanine Ductwork Plan
	H1-N2	North - Second Floor Ductwork Plan
	H1-N3	North - Third Floor Ductwork Plan
	H1-N4	North - Fourth Floor Ductwork Plan
	H1-N5	North - Fifth Floor Ductwork Plan
	H1-N6	North - Sixth Floor Ductwork Plan
	H1-N7	North - Seventh Floor Ductwork Plan
	H1-N8	North - Eighth Floor Ductwork Plan
	H1-NP	North - Penthouse Ductwork Plan
	H1-NP.A	North - Penthouse Piping Plan
	H1-NR	North - Roof Mechanical Plan
South Building	H1-SB	South - Basement Ductwork Plan
	H1-S1	South - First Floor Ductwork Plan
	H1-S1.A	South - First Floor Piping Plan
	H1-SM	South - Mezzanine Ductwork Plan
	H1-SM.A	South - Mezzanine Piping Plan
	H1-S2	South - Second Floor Ductwork Plan
	H1-S2.A	South - Second Floor Piping Plan
	H1-S3	South - Third Floor Ductwork Plan
	H1-S3.A	South - Third Floor Piping Plan
	H1-S4	South - Fourth Floor Ductwork Plan
	H1-S4.A	South - Fourth Floor Piping Plan
	H1-S5	South - Fifth Floor Ductwork Plan
	H1-S5.A	South - Fifth Floor Piping Plan
	H1-S6	South - Sixth Floor Ductwork Plan
	H1-S6.A	South - Sixth Floor Piping Plan
	H1-S7	South - Seventh Floor Ductwork Plan
	H1-S7.A	South - Seventh Floor Piping Plan
	H1-S8	South - Eighth Floor Ductwork Plan
	H1-S8.A	South - Eighth Floor Piping Plan
SITE UTILITIES		
	SU-1	Site Utilities Plan
	SU-2	Site Utilities Plan, Legend Details and Part Plans
PLUMBING		
General	P-1	Legend, Fixture List & General Notes
	P-2	Proger Building
	P-3	Dental Building
	P-4	Typical Bathrooms
	P-5	Details No. 1
	P-6	Details No. 2
	P-7	Plumbing Closet

(PLUMBING CONTINUED)

Drawing Type	Drawing Number	Drawing Title
North Building	P1-NU	North - Underground Plan
	P1-NB	North - Basement Plan
	P1-N1	North - First Floor Plan
	P1-NM	North - Mezzanine Floor Plan
	P1-N2	North - Second Floor Plan
	P1-N3	North - Third Floor Plan
	P1-N4	North - Fourth Floor Plan
	P1-N5	North - Fifth Floor Plan
	P1-N6	North - Sixth Floor Plan
	P1-N7	North - Seventh Floor Plan
	P1-N8	North - Eighth Floor Plan
	P1-N9	North - Penthouse Plan
	P1-NR	North - Roof Plan
South Building	P1-SU	South - Underground Plan
	P1-SB	South - Basement Plan
	P1-S1	South - First Floor Plan
	P1-SM	South - Mezzanine Floor Plan
	P1-S2	South - Second Floor Plan
	P1-S3	South - Third Floor Plan
	P1-S4	South - Fourth Floor Plan
	P1-S5	South - Fifth Floor Plan
	P1-S6	South - Sixth Floor Plan
	P1-S7	South - Seventh Floor Plan
	P1-S8	South - Eighth Floor Plan
	P1-S9	South - Penthouse Plan
	P1-SR	South - Roof Plan
FIRE PROTECTION		
General		
	FP-1	Legendand Details
	FP-2	Riser Diagram
North Building	FP1-NB	North - Basement Plan
	FP1-N1	North - First Floor Plan
	FP1-NM	North - Mezzanine Floor Plan
	FP1-N2	North - Second Floor Plan
	FP1-N3	North - Third Floor Plan
	FP1-N4	North - Fourth Floor Plan
	FP1-N5	North - Fifth Floor Plan
	FP1-N6	North - Sixth Floor Plan
	FP1-N7	North - Seventh Floor Plan
	FP1-N8	North - Eighth Floor Plan
	FP1-N9	North - Penthouse Plan
South Building	FP1-SB	South - Basement Plan
	FP1-S1	South - First Floor Plan
	FP1-SM	South - Mezzanine Floor Plan
	FP1-S2	South - Second Floor Plan
	FP1-S3	South - Third Floor Plan

(FIRE PROTECTION CONT.)

Drawing Type	Drawing Number	Drawing Title
	FP1-S4	South - Fourth Floor Plan
	FP1-S5	South - Fifth Floor Plan
	FP1-S6	South - Sixth Floor Plan
	FP1-S7	South - Seventh Floor Plan
	FP1-S8	South - Eighth Floor Plan
	FP1-S9	South - Penthouse Plan

DRAFT

DEVELOPMENT IMPACT PROJECT AGREEMENT

INCLUDING PROVISIONS FOR THE JOB CONTRIBUTION GRANT

FOR

NEW ENGLAND MEDICAL CENTER HOSPITALS, INC.

1-C PROJECT PHASE I

THIS AGREEMENT, dated as of the ____ day of _____, 1992 between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, as amended (hereinafter referred to as the "BRA"), and NEW ENGLAND MEDICAL CENTER HOSPITALS, INC., a Massachusetts nonprofit corporation organized pursuant to Chapter 180 of the Massachusetts General Laws, as amended, with a principal place of business at 750 Washington Street, Boston, Massachusetts 02111 and its successors, assigns and legal representatives (hereinafter referred to as the "Applicant"); the BRA and the Applicant, collectively, shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, the Applicant proposes to construct two (2) connected eight-story buildings totalling approximately 442,219 gross square feet of space to be used for inpatient and ambulatory care services on the project Site (defined below);

WHEREAS, the Project Site is comprised of 57,346 square feet of land and is more particularly described on Exhibit A attached hereto (hereinafter referred to as the "Project Site");

WHEREAS, the Project constitutes a Development Impact Project as defined in Section 26A-2(1) of Article 26A of the Boston Zoning Code and Section 26B-2(1) of Article 26B of the Boston Zoning Code;

WHEREAS, the Neighborhood Housing Trust (hereinafter referred to as the "Neighborhood Housing Trust") referred to in Article 26A of the Boston Zoning Code has been created under the authority of Chapter 371 of the Acts of 1987 and the laws of the Commonwealth of Massachusetts and administered pursuant to a Declaration of Trust dated November 19, 1985 and pursuant to the Ordinance Establishing The Neighborhood Housing Trust passed by the City Council on May 21, 1986 and approved by the Mayor on July 6, 1986; and

WHEREAS, the Neighborhood Jobs Trust (hereinafter referred to as the "Neighborhood Jobs Trust") referred to in Article 26B of the Boston Zoning Code has been created under the authority of Chapter 371 of the Acts of 1987 and the laws of the Commonwealth of Massachusetts and administered pursuant to a Declaration of Trust dated November 19, 1985 and pursuant to the Ordinance Establishing The Neighborhood Jobs Trust passed by the City

Council on August 19, 1987 and approved by the Mayor on September 8, 1987;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Impact Project Plan. The Parties hereby acknowledge that the Applicant submitted to the BRA a Development Impact Project Plan (hereinafter referred to as the "Plan") attached hereto as Exhibit B and hereby incorporated by reference, as required by Section 26A-3 of Article 26A and Section 26B-3 of Article 26B of the Boston Zoning Code and after a public hearing held on September 16, 1992, notice of which was published in the Boston Herald on September 11, 1992, the BRA approved the Plan on September 16, 1992. The Applicant will cause the Project Site to be developed in accordance with the Plan.

ARTICLE 2. LINKAGE PAYMENT

2.1 Linkage Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Development Impact Project Contribution (hereinafter referred to as the "Linkage Payment") as such term is defined in Section 26A-2(3) of

Article 26A of the Boston Zoning Code, in the amount as calculated and set forth in Section 2.4 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Linkage Payment, in whole or in part, by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in Section 2.2 of this Agreement (hereinafter referred to as the "Housing Creation Option"), or by payments made in accordance with Section 2.3 of this Agreement (hereinafter referred to as the "Housing Payment Option").

2.2 Housing Creation Option. If the Applicant shall elect to contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, the Applicant shall submit a proposal in writing to the BRA on or before the Payment Date, as defined in Section 2.6 of this Agreement and as further defined in the Housing Creation Regulations (hereinafter referred to as the "Regulations"). Such proposal approved in accordance with the Regulations shall satisfy the provisions of the Housing Creation Contribution set forth in Section 26A-2(3) (a) of Article 26A of the Boston Zoning Code. The proposal shall include a description of the number, location, cost and design of the housing units. Applicant pledges compliance with said regulations. The proposal shall be subject to the approval by the BRA only after public notice and hearing.

2.3 Housing Payment Option. The Applicant hereby elects to pay the Linkage Payment in two installments. It is hereby acknowledged that the first installment in the amount of $216,359 was paid on November 7, 1991. The Applicant shall pay the second installment on the Linkage Payment Date as defined in Section 2.6 of this Agreement. The second installment shall be in an amount equal to the Net Present Value (hereinafter defined) of the Linkage Payment which would have been paid in seven (7) annual installments commencing upon the Linkage Payment Date less $216,359. "Net Present Value" shall mean the value of an amount of money equal to the sum of discounted payments which would have been made by the Applicant had the Applicant elected to satisfy its obligations under Articles 26 and 26A of the Boston Zoning Code through the payment of seven (7) annual installments commencing upon the Linkage Payment Date. Such discounting shall be measured from the Linkage Payment Date to the dates at which each of the seven (7) annual installments would have been made. Net Present Value shall be determined by applying a composite discount rate to the payments that the Applicant would have made if the Applicant had elected to make seven (7) annual installments. The discount rate shall be calculated by adding fifty percent (50%) of the Developer's verified cost of funds for the construction of the Project to fifty percent (50%) of the current most recent City of Boston long-term (ten year) municipal bond yield.

Said payments shall be paid to the Collector-Treasurer of the City of Boston, Room M-5, One City Hall Square, Boston, MA 02201, as managing trustee of the Neighborhood Housing Trust (hereinafter referred to as the "Managing Trustee"). In the event the second Linkage Payment installment is not made in a timely manner as provided herein, the Applicant shall pay interest thereon calculated at the rate of 1.5% per month, commencing on the applicable date when payment should have been received by the Managing Trustee and ending on the date when the Managing Trustee receives payment.

2.4 Calculation of Linkage Payment. The Parties hereby acknowledge that the Project will include certain uses enumerated in Table D of Article 26A of the Boston Zoning Code (hereinafter referred to as "Table D Uses"), including but not limited to institutional uses. It is anticipated that the gross floor area (calculated pursuant to Section 2-1(21) of the Boston Zoning Code) of the Project devoted to one or more Table D Uses in the aggregate will exceed one hundred thousand (100,000) square feet, said gross floor area devoted to such uses is expected to be 370,436 square feet, based upon schematic drawings for the Project. The total amount of the Linkage Payment, calculated at the rate of $5.00 for each square foot of gross floor area in excess of one hundred thousand (100,000) square feet devoted to one or more Table D Uses will approximate a total of $1,352,180. The Parties acknowledge that the amount of the Linkage Payment is

based upon gross floor areas as estimated in the Plan. Prior to the issuance of a Certificate of Occupancy, the Applicant shall submit a statement of the final gross floor area for the Project as certified by the Project Architect (as identified in the DIP Plan). If the actual gross floor area, as defined in Section 2-1(21) of the Boston Zoning Code and as certified by the Project Architect differs from the above-stated estimate, the Applicant will adjust the amount of the Linkage Payment in accordance with Article 26A of the Boston Zoning Code to reflect the actual gross floor area, provided that a reduction in any Linkage Payment already paid shall be in the form of a credit against future Linkage Payment obligations of the Applicant, if any.

2.5 Recalculation. The BRA hereby agrees, subject to the final calculation provisions contained in Section 2.4 of this Agreement, that any change in the formula (amount or rate of payment) for the calculation of the Linkage Payment as set forth in Section 26A-3(2) of Article 26A of the Boston Zoning Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Boston Zoning Code, or other changes in the Boston Zoning Code, after the date hereof, shall not in any way affect the Linkage Payment determined in accordance with Section 2.4 of this Agreement.

2.6 Linkage Payment Date. The Linkage Payment Date shall be the date of the granting of the building permit that allows

for substantial construction. For purposes of this Section, demolition and surface site work shall not be considered substantial construction but the commencement of excavation, foundation, and other work shall constitute substantial construction.

2.7 Notice of Linkage Payment. Upon execution of this Agreement, the BRA will notify the Managing Trustee of such execution.

In order to ensure prompt receipt of the Linkage Payment, the Applicant acknowledges that the Inspectional Services Department (hereinafter referred to as "ISD") will not issue a building permit for the Project until satisfactory evidence of such receipt has been presented. Upon receipt of both installments of the Linkage Payment, the Managing Trustee shall (a) acknowledge receipt thereof, (b) issue to the Applicant a certification of such payment, and (c) notify ISD of such payment.

The BRA shall review the Applicant's determination of the final gross floor area of the Project. If the BRA confirms the Applicant's determination, it shall so certify and forward the same to ISD with a copy to the Managing Trustee.

2.8 Project Address. In order to assist the Managing

Trustee in coordinating collection efforts with ISD, the Applicant shall submit to the BRA and the Neighborhood Housing Trust the Project address as listed on the building permit application and the building application numbers.

(a) Project address as listed on the building permit application is:

750 Washington Street
Boston, Massachusetts 02111

(b) Building application number(s) is (are):

2.9 Non-Accrual of Linkage Payment. If a building permit is not granted for the Project, or any part thereof, or if construction of the Project, or any part thereof, is abandoned after a building permit is obtained and prior to the commencement of substantial construction (the commencement of excavation, foundation, and other subsurface work shall constitute substantial construction) or if a building permit for the Project, or any part thereof, is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the Linkage Payment with respect to portions of the Project not constructed and any portion of the Linkage Payment previously paid by the Applicant shall be credited against future Linkage Payments. If the Applicant shall so abandon all or any portion of the Project after a building permit is obtained the Applicant shall file with the BRA and the Neighborhood Housing Trust an affidavit stating that the Project or such portion of the Project

is so abandoned. As used herein, the term "Construction Commencement Date" means the date on which any substantial construction commences, including without limitation, excavation, foundation, and other subsurface work, but substantial construction shall not include the demolition of any structures or portions thereof now existing on the Project Site or the conduct of borings, soil investigations or similar activities, whether or not the same require the issuance of a partial building permit.

2.10 Credit Towards Linkage Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes of substantially the same as the purposes recited in Section 26A-1 of Article 26A of the Boston Zoning Code, amounts payable hereunder by the Applicant shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force and effect.

ARTICLE 3. JOBS CONTRIBUTION GRANT

3.1 Jobs Payment. The Applicant shall be responsible, in

accordance with the terms of this Agreement, for a Jobs Contribution Grant (hereinafter referred to as the "Jobs Payment") as such term is defined in Section 26B-2(3) of Article 26B of the Boston Zoning Code, in the amount as calculated and set forth herein. The Jobs Payment shall be made to the Collector-Treasurer of the City of Boston, Room M-5, One City Hall Square, Boston, Massachusetts, as custodian for the Neighborhood Jobs Trust (hereinafter referred to as the "Collector-Treasurer").

The BRA hereby agrees that delivery of such payments to the Collector-Treasurer constitutes full satisfaction of the Applicant's obligation to make the Jobs Payment.

The Parties hereby acknowledge that the Project will include certain uses enumerated in Table E of Section 26B-3 of Article 26B of the Boston Zoning Code (hereinafter referred to as "Table E Uses"), including without limitation, institutional uses. It is anticipated that the gross floor area of the Project devoted to one or more Table E Uses in the aggregate will exceed one hundred thousand (100,000) square feet, said gross floor area devoted to such uses is expected to be 370,436 square feet, based upon schematic drawings of the Project. The total amount of the Jobs Payment calculated at the rate of $1.00 for each square foot of gross floor area in excess of one hundred thousand square feet devoted to one or more Table E Uses, will approximate a total of

$270,436. The Parties acknowledge that the amount of the Jobs Payment is based upon gross floor area of the Project. If the actual gross floor area of the Project, as defined in Section 2-1(21) of Article 2 of the Boston Zoning Code and as certified by the Project Architect (as identified in the Plan) differs from the above-stated estimate, the Applicant shall adjust the amount of the Jobs Payment in accordance with Article 26B of the Boston Zoning Code to reflect the actual gross floor area, provided that a reduction in any Jobs Payment already paid shall be in the form of a credit against future Jobs Payment obligations of the Applicant, if any.

3.2 Recalculation. The BRA hereby agrees that subject to the final calculation provisions contained in Section 3.1 of this Agreement, any change in the formula (amount or rate of payment) for the calculation of the Jobs Payment as set forth in Section 26B-3(1) of Article 26B of the Boston Zoning Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) or Article 2 of the Boston Zoning Code, or other changes in the Boston Zoning Code, after the date hereof, shall not in any way affect the Jobs Payment determined in accordance with Section 3.1 of this Agreement.

3.3 Jobs Payment Date. The Jobs Payment shall be made in one installment due upon the issuance of the first building permit that allows for substantial construction, as defined in

Section 2.6 of this Agreement.

3.4 Non-Accrual of Jobs Payment. If a building permit is not granted for the Project, or any part thereof, or if construction of the Project, or any part thereof, is abandoned after a building permit is obtained and prior to the commencement of substantial construction, as defined in Section 2.6 of this Agreement, or if a building permit for the Project, or any part thereof, is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the Jobs Payment with respect to those portions of the Project not constructed.

3.5 Credit Towards Jobs Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes substantially the same as the purposes recited in Section 26B-1 of Article 26B the Boston Zoning Code, amounts payable hereunder by Applicant shall be credited against such excise or tax, provided, however, that if such crediting shall not be legally permissible to satisfy payment of such excise or tax, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force or effect.

ARTICLE 4. RESIDENT CONSTRUCTION EMPLOYMENT PLAN

4.1 Boston Residents Construction Employment Standards. The Boston Residents Construction Employment Plan, a copy of which is attached hereto as Exhibit C, satisfies the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985. The Applicant has executed the Boston Residents Construction Employment Plan, which sets forth in detail the Applicant's plans to use best efforts to ensure that its general contractor, and those engaged by said general contractor for construction of the Project on a craft-by-craft basis, meet the following Boston Residents Construction Employment Standards: (1) at least fifty percent (50%) of the total employee worker hours in each trade shall be by bonafide Boston residents; (2) at least twenty-five percent (25%) of the total employee worker hours in each trade shall be by minorities; and (3) at least ten percent (10%) of the total employee worker hours in each trade shall be by women. Said plan includes provisions for monitoring, compliance and sanctions.

4.2 Worker Hours Defined. For purposes of this Article, worker hours shall include on-the-job training and apprenticeship positions.

ARTICLE 5. EMPLOYMENT OPPORTUNITY PLAN

5.1 The Applicant shall execute a Memorandum of Understanding (Exhibit D) and a First Source Agreement (Exhibit E) in connection with the Project. The Memorandum of Understanding shall set forth an Employment Opportunity Plan which presents the Applicant's current and continuing good faith efforts to ensure that fifty percent (50%) of certain employment opportunities created by the Project will be made available to Boston Residents. The First Source Agreement with the Mayor's Office of Jobs and Community Services shall provide that when announcing or advertising the availability of an employment position the Applicant simultaneously will notify the Economic Development and Industrial Corporation Placement Unit of such position and Applicant's minimum requirements for qualified applicants for such position.

ARTICLE 6. LIABILITY.

6.1 Scope of Applicant's Liability. Provided that the Applicant provides notice of this Agreement in accordance with Section 7.5 hereof, the BRA agrees to look solely to the interests of the Applicant or its successors or assigns from time to time in the Project that is subject to this Agreement, as more fully described in the Development Impact Project Plan for this Project, whether owned by the Applicant or its successors or

assigns, as the case may be, for any claim against the Applicant or it successors or assigns, arising under this Agreement in connection with such Project and the Project Site.

6.2 Personal Liability. Subject to the provisions contained in Section 7.5 of this Agreement, neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Applicant or its successors or assigns shall be personally or individually liable under this Agreement, nor shall it or they be liable beyond the extent of its or their interest in such Project.

ARTICLE 7. MISCELLANEOUS PROVISIONS.

7.1 Amendments; Law to be Applied. If the Parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the Parties hereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the Parties. This Agreement is binding and enforceable under contract law upon, and inures to the benefit of, the Parties, their successors, assigns, and legal representatives, including without limitation, any successor owner or owners of the improvements, the Neighborhood Housing Trust and the Neighborhood Jobs Trust, notwithstanding any subsequent amendment, or repeal of Article 26A or Article 26B or court decision having the effect

of an amendment or repeal of Article 26A or Article 26B of the Boston Zoning Code.

7.2 Capitalized Terms. The capitalized terms used herein without definition shall have the meanings ascribed in Article 2 of Article 26A or Article 26B of the Boston Zoning Code, unless otherwise provided.

7.3 Knowledge of Laws. The Applicant shall keep itself fully informed of all votes of the BRA, City of Boston ordinances, executive orders, and regulations, and state and federal law which in any manner affect the provisions of this Agreement. The Applicant shall at all times observe and comply with said votes, ordinances, executive orders, regulations or laws, and shall protect and indemnify the City and the BRA, its officers, agents and employees against any claim or liability arising from or based upon the violations of such ordinances, executive orders, regulations or laws, caused by any act or omission of the Applicant, its agents or employees.

7.4 Notice. All notices under this Agreement must be in writing and must be hand-delivered, delivered by recognized overnight delivery service, or mailed by certified or registered mail, return receipt requested, to the Parties at the following addresses or such other address as each may have specified to the other by such a notice:

If to the BRA: Boston Redevelopment BRA
One City Hall Square
Boston, MA 02201
ATTENTION: Director

with a copy to: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201
ATTENTION: Chief General Counsel

If to the Applicant: New England Medical Center Hospitals, Inc.
750 Washington Street
Boston, MA 02111
ATTENTION: David A. Trull
Executive Vice President

New England Medical Center Hospitals, Inc.
Office of the General Counsel
100 Boylston Street-Suite 1000
Boston, MA 02111
ATTENTION: Larry L. Smith, Esq.
General Counsel

with a copy to: Ropes and Gray
One International Place
Boston, MA 02109
ATTENTION: Daniel Roble, Esquire

7.5 Notice of Agreement Upon Sale or Assignment. Prior to the sale or assignment of its interest in the Project, the Applicant shall comply with the following conditions: (a) the Applicant shall not be in default of the terms and conditions of this Agreement imposed upon the Applicant to such date; (b) the successor or assignee shall expressly assume and agree to perform and comply with all the covenants and provisions of this Agreement on the part of the Applicant; and (c) there shall be promptly delivered to the BRA the original or a duplicate original of the instrument or instruments containing such assignment to and assumption by the successor or assignee.

Failure of the Applicant to give such notice prior to the sale or assignment of its interest in the Project shall render ineffective the provisions contained in Article 6 hereof. Any holder of a mortgage on the Project shall expressly assume and agree to perform any obligations of the Applicant hereunder upon acquisition hereunder or acquisition of title to the Project by foreclosure or deed in lieu of foreclosure.

7.6 Certification of Compliance. The BRA hereby agrees to assist the Applicant in obtaining from the Collector-Treasurer of the City of Boston, upon satisfaction by the Applicant of its Linkage Payment and Jobs Payment obligations, within ten (10) business days after a request by the Applicant, a certification, in recordable form, that said Linkage Payment or Jobs Payment, or both, as the case may be, has been satisfied by the Applicant and that the Applicant has no further liability for such Linkage Payment or Jobs Payment.

7.7 Satisfaction of Development Impact Project Requirements. The BRA hereby acknowledges that, by executing this Agreement, the Applicant has satisfied the requirements of Section 26A-3(2) of Article 26A and Section 26B-3(1) of Article 26B of the Boston Zoning Code insofar as satisfaction of the requirements of those Sections are a pre-condition to the granting, allowing, or adopting of a variance, conditional use permit, exception, or zoning map or text amendment with respect

to the Applicant's development of the Project Site.

7.8 Satisfaction of the Boston Residents Jobs Policy. The BRA hereby acknowledges that, by executing this Agreement, the Boston Residents Construction Employment Plan attached hereto as Exhibit C satisfies the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985.

7.9 Titles. The captions of this Agreement, its articles and sections throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

7.10 Transfer of Interest. Rights and interests accorded by this Agreement shall not be assigned, delegated, subcontracted or in any way transferred by the Applicant without prior written notice to the BRA.

7.11 Severability. Each and every covenant and agreement contained in this Agreement shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent by invalid or unenforceable, the remainder of this Agreement or the application of such terms to

persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

APPROVED AS TO FORM:

_____
Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

BOSTON REDEVELOPMENT AUTHORITY

By:_____
Paul Barrett
Director

NEW ENGLAND MEDICAL CENTER
HOSPITALS, INC.

By:_____
David A. Trull
Executive Vice President

EXHIBIT A

PROJECT SITE

A certain parcel of land situated in the City of Boston, Suffolk County, Commonwealth of Massachusetts, bounded and described as follows:

beginning at the intersection of the easterly sideline of Washington Street and the northerly sideline of Oak Street;

thence running N 11° 16' 55"E along the easterly sideline of Washington Street, a distance of 122.26 feet;

thence turning and running N 11° 20' 18"E along the easterly sideline of Washington Street, a distance of 128.02 feet to a point of curvature;

thence turning and running more northeasterly by a curved line to the right of radius 760.00 feet, a distance of 68.33 feet;

thence turning and running S33° 33' 54"E, a distance of 21.04 feet;

thence turning and running N56° 26' 06"E, a distance of 28.69 feet;

thence turning and running S77° 14' 53"E, a distance of 28.17 feet;

thence turning and running N11° 24' 57"E, a distance of 40.55 feet;

thence turning and running N11° 26' 24"E, a distance of 26.79 feet;

thence turning and running S52° 39' 15"E, a distance of 11.28 feet;

thence turning and running N11° 29' 54"E, a distance of 67.74 feet;

thence turning and running S78° 32' 21"E, a distance of 71.51 feet;

thence turning and running N11° 23' 40"E, a distance of 14.15 feet;

thence turning and running S78° 36' 20"E, a distance of 10.48

feet;

thence turning and running N11° 23' 40"E, a distance of 5.06 feet;

thence turning and running S58° 38' 41"E, a distance of 17.80 feet;

thence running S58° 38' 41"E, a distance of 30.16 feet to the westerly end of Bennet Street;

thence turning and running S32° 11' 14"W along the westerly end of Bennet Street, a distance of 29.85 feet;

thence running S32° 11' 14"W, a distance of 89.37 feet;

thence turning and running S26° 13' 44"W, a distance of 32.33 feet;

thence turning and running S20° 38' 33"W, a distance of 13.39 feet to the center line of Corey Avenue;

thence turning and running S69° 49' 16"E by the center line of said Corey Avenue, a distance of 49.99 feet;

thence turning and running S69° 38' 57"E continuing along the center line of Corey Avenue, a distance of 19.59 feet;

thence turning and running S20° 18' 23"W, a distance of 53.04 feet;

thence turning and running S69° 41' 37"E, a distance of 7.71 feet;

thence turning and running S20° 18' 23"W, a distance of 30.00 feet to the northerly sideline of Nassau Street;

thence turning and running N69° 41' 37"W along the northerly sideline of said Nassau Street, a distance of 78.91 feet;

thence turning and running N72° 14' 34"W along the northerly end of Ash Street, a distance of 29.64 feet to the westerly sideline of said Ash Street;

thence turning and running S20° 41' 12"W along the westerly sideline of said Ash Street, a distance of 43.61 feet;

thence turning and running S11° 06' 51"W along the westerly sideline of Ash Street, a distance of 178.15 feet to the intersection of the westerly sideline of Ash Street and the

northerly sideline of Oak Street;

thence turning and running N78° 57' 23"W along the northerly sideline of said Oak Street, a distance of 100.53 feet to the point of beginning;

containing 57,346 square feet (1.316 Acres) as shown on a plan entitled "PLOT PLAN, NEW ENGLAND MEDICAL CENTER, BOSTON, MASS." by Harry R. Feldman, Inc., dated March 3, 1992.

The above described parcel is subject to a water and sewer easement running between Bennet Street and Washington Street, a permanent surface easement and an air rights easement as shown on the plan.

The above described parcel contains Land Court Case No. 13684, Lot B of Land Court Case No. 13653, a portion of Lot 3 of Land Court Case No. 20387B and a portion of Lot 2 of Land Court Case No. 29536B.

The above described parcel also contains a portion of Corey Avenue, a private way.

DRAFT

COOPERATION AGREEMENT

FOR

THE NEW ENGLAND MEDICAL CENTER HOSPITALS, INC.

1-C PROJECT PHASE 1

This AGREEMENT made as of the _____ day of _____, 1992 by and between the BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate created pursuant to Chapter 652 of the Acts of 1960, as amended, acting in its capacity as the planning board for the City of Boston (the "Authority") and THE NEW ENGLAND MEDICAL CENTER HOSPITALS, INC., a corporation created pursuant to M.G.L. c. 180, its successors, assigns and legal representatives ("NEMCH" or the "Applicant").

WHEREAS, the Authority, on March 29, 1990, approved the Applicant's Master Plan, which describes the proposed 1-C Project Phase 1 which the Applicant wishes to develop on the land to which the Proposed Zoning Amendment applies; and

WHEREAS, the Applicant has submitted to the BRA an amended Master Plan that includes slight adjustments regarding the 1-C Project Phase; and

WHEREAS, the Applicant desires to develop the 1-C Project Phase 1 as that project is described in the amended Master Plan; and

WHEREAS, the Authority wishes to ensure, through this Agreement, ongoing compliance with the amended Master Plan in the development of the 1-C Project Phase 1; and

WHEREAS, the Authority and the Applicant have agreed to enter into this Agreement for the purposes of: (1) ensuring ongoing compliance with the amended Master Plan in connection with the development of 1-C Project Phase 1; and (2) ensuring ongoing compliance with Article 31 and Article 28 of the Boston Zoning Code, and with the Development Review Procedures, in connection with the development of the 1-C Project Phase 1;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and/or incorporated, the Parties agree as follows:

1. Chinatown Neighborhood Council. The Chinatown Neighborhood Council ("CNC") shall work with the Applicant and the Authority during the life of the 1-C Project Phase 1 to monitor compliance

with this Agreement. The CNC shall have access to all public information filed with the City of Boston and the Authority in connection with this Agreement and the 1-C Project Phase 1. The CNC has established subcommittees to work with the Applicant on specific areas of concern, including a Land Use Committee, the Health Care Committee, the Purchasing and Contracting Committee and the Jobs Committee. In addition, the Applicant has made the following commitments to benefit the Chinatown community:

Commitment	Amount	Paid As of 8/17/92
Housing Linkage	$1,352,000	$216,000
Jobs Linkage	$270,000	
Job Training	$156,000	$123,000 (years 1 and 2 of 3 year plan)
-Medical Secretary Training	$33,000	$33,000
-Chinatown Workplace Education Initiative	$120,000	
-Biomedical Career Training Program		
-Boston Summer Jobs Program		
Affirmative Action and Hiring Program		
Purchasing and Contracting		
-Vendor fairs, March & July 1992		
-Asian construction contracting		
South Cove Health Center	$180,000	$180,000 annually
Continuation of annual funding		
South Cove Health Center Medical Director	$100,000	$50,000 (1992)
Health Care Committee Health Care Survey	$20,000	$20,000 (1992)
Chinatown Neigborhood Council Operating funds FY 92 & 93	$75,000	$25,000 (1992)

Chinatown Trust Fund $200,000
1-C; Pratt 7&8

2. Transportation Impacts. Prior to the issuance of a building permit for the construction of any Master Plan Project, the Applicant will enter into a Transportation Access Plan Agreement ("TAP Agreement") for that Project with the Commissioner of Transportation. The TAP Agreement will identify Project goals and objectives, as well as mitigating measures, that are reasonably satisfactory to the Commissioner of Transportation.

3. Construction Impacts. The construction impacts of the 1-C Project Phase 1 are set forth fully in the Traffic Maintenance Plan which has been prepared by the Boston Transportation Department and the general contractor for the Project. In particular, the general contractor, Turner Construction Company ("Turner"), has proposed the following:

a. Site Logistics Plans. All of Ash Street will be closed during construction from October 1992 until June 1994. Turner will also utilize both the sidewalk and the parking lane on Washington Street for deliveries to the side from November 1992 until September 1993. By September of 1993, Turner will have constructed the Nassau Street extension to Washington Street and installed the temporary hoist. At the time, Turner will vacate the parking lane, but keep the sidewalk closed until the Spring of 1994, at which time the sidewalk and Ash Street will return to public use.

b. Truck and Traffic Deliveries. Turner intends to have all deliveries to the job site travel via the Southeast Expressway to Herald Street, then from Herald Street to Washington Street. Truck traffic would exit the site utilizing Washington Street heading south once the island in Washington street has been modified to allow left-hand turns. The trucks utilized for excavation will use the fenced-in section of the Washington Street parking lane and the right-hand lane of the Washington Street Bridge over the Mass. Pike for the truck marshalling areas. During the excavation portion of the Project a full-time street sweeping vehicle will be utilized to keep the streets clean.

c. Materials Handling. Turner plans to store all construction materials in the building or within the construction fence. The building will be constructed by utilizing tower cranes set within the building. Roof-top equipment would be hoisted utilizing truck cranes set on the Washington Street side of the buildings. These cranes would be within the site fence or the hoisting would be done on off-hours as scheduled with and approved by the Boston Transportation Department. Turner intends to erect a material hoist on the

south side of the North building and to utilize it for all deliveries for the interior fitout. This exterior hoist will be removed once an interior elevator has been completed.

d. Employee Parking. There will be no construction worker parking allowed on the site. Turner will encourage all subcontractors to have their employees use public transportation.

4. Development Impact Project Plan. The Applicant shall enter into an Agreement with the Authority pursuant to Section 26A-3 of Article 26A and Section 26B-3 of Article 26B of the Boston Zoning Code ("DIP Agreement") with regard to the 1-C Project Phase 1 that is subject to linkage. The DIP Agreement is incorporated into this Agreement by reference as if fully set forth herein.

5. Construction Employment. Prior to issuance of a building permit for the 1-C Project Phase 1, the Applicant shall enter into a Boston Residents Construction Employment Plan with the Boston Employment Commission, which satisfies the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985.

6. Job Training and Permanent Employment. Prior to the issuance of a building permit for the Project, the Applicant shall enter into a Memorandum of Understanding and a First Source Agreement with the Economic Development and Industrial Corporation of Boston/Mayor's Office of Jobs and Community Services in connection with the Project.

7. Waste Disposal. The Applicant shall comply with all federal, state and local statutes, rules, regulations relating to the generation, processing and disposal of medical wastes, hazardous substances and hazardous wastes in connection with the 1-C Project Phase 1 and will operate and maintain the Project in compliance with such requirements. The Applicant currently employs, and will continue to employ, a full-time environmental compliance officer charged with ensuring that all hospital operations, including medical and laboratory research, comply with these requirements. Such individual shall be prepared to coordinate a response to any emergency which might occur at the 1-C Project Phase 1 involving medical wastes, hazardous substances, or hazardous wastes.

8. Community Health Outreach Plan. The Applicant has demonstrated a substantial commitment to provide financial support and health care services to provide community health care to the City of Boston. The Applicant's commitment and contributions of financial support and health care services have been described in its Notice of Determination of Need, Project

Number 4-3761, dated August 13, 1991. These commitments, and the status thereof as of January 1992, are as follows:

	DoN Commitments	Status
a.	Establish an inpatient obstetric service in July 1992 which will include a division of high risk obstetrics.	Inpatient obstetric unit will open in July 1992 with capacity to perform 1600-1700 deliveries per year. Division of high risk obstetrics has been established, with new director and new antenatal testing service.
b.	Grant staff privileges to qualified community-based pediatricians and family practitioners to discharge newborns from well-baby nursery.	This will be accomplished prior to the opening of the new obstetric unit. A series of meetings have been held and progress is being made.
c.	The Medical Center, through its TMCA physician group practice (TMCA) will provide obstetrical back-up to certified nurse midwives (CNMs) deployed at neighborhood health centers.	Since April 1991, obstetricians have been providing back-up to the 9 mid-wives that have been employed by St. Margaret's Hospital.
d.	Maintain coverage at Neponset, Little House and Uphams Corner Health Centers.	Obstetrician-sponsored sessions have been maintained at Neponset and Uphams Corner Health Centers. Sessions at Little House are provided by a nurse midwife which has allowed one of the TMCA obstetricians

		to provide back-up to all the St. Margaret's Hospital midwives.
e.	By July 1992, recruit nurse midwives to become part of the clinical team to provide coverage at the health centers.	NEMCH will recruit and hire nurse midwives. A written plan for the establishment of a midwifery service will be prepared by May 1992. The timing must be carefully coordinated with the health centers need for additional sessions and the longer term plan for the St. Margaret's midwifery program.
f.	Recruit and hire additional obstetrician to the NEMCH community group practice. Each new obstetrician will cover three clinic sessions per week.	One new obstetrician was hired September 1991. Three new sessions are being provided--two at Neponset and one at Bowdoin Street. Two additional obstetricians have been hired and will begin in July, 1992. One of these obstetricians will fill a loan repayment slot awarded to Geiger-Gibson and Harbor Health Services, and will devote considerable time (approximately half-time) to providing services at health centers located in medically under served communities.

		A reproductive endocrinologist will also be joining the NEMCH staff and, if need be, will provide support to the health centers.
g.	The health centers targeted for additional sessions include: Bowdoin Street Health Center Codman Square Health Center Dorchester House Multi-Service Ctr. Geiger-Gibson Comm. Health Center Little House Health Center Mattapan Comm. Health Center Neponset Health Center South Boston Comm. Health Center Uphams Corner Health Center South Cove Health Center	These are the health centers where additional sessions are being, and will be, targeted.
h.	The coverage will be provided by obstetrician and nurse midwife teams with health center staff participating in protocol development.	Initial discussions with the health centers and NEMCH's new Chairman of Ob/Gyn have been held. This is an ongoing effort and will be accelerated with the development of a midwifery service.
i.	NEMCH's Dept of Ob/Gyn will continue providing sessions with residents from Tufts University School of Medicine (TUSM). NEMCH obstetricians will provide back-up and will perform the deliveries.	This practice is continuing.
j.	NEMCH will sponsor continuity sessions with pediatric residents at health centers. Supervising pediatricians will receive medical staff appointments at TUSM.	NEMCH is sponsoring continuity sessions with 11 pediatric residents at four health centers. These include: Uphams Corner, South

		Boston, South Cove and Roxbury Comprehensive Health Centers. Supervising pediatricians have been granted medical staff appointments at TUSM.
k.	NEMCH will identify a contact person to be responsible for compliance with these conditions and for submitting annual reports to DPH. A contact person will also be responsible for all clinical issues.	NEMCH's Director of Planning, Anne Levine, will be responsible for compliance and for submitting annual reports. On clinical issues the contact person will be the Vice-Chairman of Ob/Gyn, Robert Kennison, M.D.
l.	NEMCH will establish a training outreach program in collaboration with the ten health centers to train perinatal outreach workers. NEMCH will also fund one outreach worker at each of these health centers.	The perinatal program, called Parent-to-Parent, is fully operational. Each participating health center has hired an out-reach worker. An advisory committee comprised of the program coordinator, NEMCH staff, and health center representatives have developed a comprehensive six-week training curriculum. The outreach workers completed the training this past November. The outreach workers are now providing services in their communities, and

		ongoing monitoring and evaluation of the program is underway.
m.	NEMCH will establish a program to help the health centers and their communities undertake a long-term needs assessment and monitoring of interventions.	The commitment has been made. Discussions are underway concerning the best process and structure for moving this effort forward.
n.	In addition to providing South Cove Health Center (SCHC) with $180,000 annually NEMCH will also establish a case management program with SCHC and fund the position of one staff person to function as a liaison/ coordinator between the two institutions and to serve as a caseworker to improve the delivery of health care to the Asian population. NEMCH also agrees to support SCHC in its efforts to establish new or expanded facilities.	NEMC has maintained its commitment to provide $180,000 annually to SCHC. The case management program has been established and has been broadened beyond the scope of this commitment. An Asian social worker has been hired as a case manger to oversee and perform the functions described in this commitment. In addition, an Asian specialist position has been created within NEMCH's Dept of Social Work Services and this position has also been filled. An Advisory Committee comprised of SCHC and NEMCH clinical and administrative staff has been established to oversee this program. NEMCH has held a

		series of meetings with SCHC and with members of the Chinatown Neighborhood Council to discuss opportunities for supporting SCHC in its efforts to secure additional space. These discussions are ongoing.
o.	NEMCH will fund one substance abuse outreach coordinator position for a prevention and treatment program for pregnant women, to be administered in conjunction with the health centers.	NEMCH has provided a grant to Bay Cove Substance Abuse Center for consulting services in developing this program. Bay Cove, in collaboration with the program coordinator of Parent-to-Parent and the health centers, is completing a needs assessment and developing a proposal with recommendations on how to best to structure this new initiative. This study will be completed this
p.	NEMCH will provide programmatic support to the school clinic at Boston High School.	This commitment is being met.
q.	NEMCH will expand its existing interpreter service by the date of licensure of the new clinical facility. Publicizing of the interpreter service, ongoing training of interpreters and medical providers, and a system for evaluating the quality of the service should all be addressed in a formalized plan	A formal plan will be developed and submitted to DPH.

	and submitted to DPH.	
r.	NEMCH will support other community and city-wide efforts to combat infant mortality.	NEMCH is participating in efforts including the Perinatal Capacity Task Force, Health Start Initiative, and hopes to participate in the Healthy Boston Coalition with its Chinatown neighbors. NEMCH also hopes to work more closely with the Maternal Health Commission in carrying out its objectives.
s.	NEMCH will establish a community hospital unit of at least 23 beds and shall grant admitting privileges qualified community-hospital based physicians.	This commitment will be kept. The community unit is scheduled to open in 1996 upon completion of the new inpatient facility, and therefore NEMCH has over three years to plan for this unit. The first step is the establishment this month of an ad-hoc committee of the Chinatown Neighborhood Council to begin to address health issues in Chinatown. NEMCH will also work collaboratively with the other health centers in planning for this new unit.
t.	With advance request, NEMCH will provide technical assistance to BCH and to the health centers and their physicians in applying for admission to HMOs, including TAHP.	NEMCH has encouraged those health centers described above that are not already

12. Miscellaneous Provisions.

a. The Parties understand that this Agreement represents a summary of various other agreements relating to the 1-C Project Phase 1 entered into by the Parties. If there is any discrepancy between, or disagreement over the meaning of, this Agreement and any other agreement referred to or incorporated into this Agreement, or any other agreement entered into by the Parties relating to the 1-C Project Phase 1, the other agreement(s), and not this Agreement, shall be binding and shall supersede this Agreement.

b. Amendments; Law to be Applied. If the Parties agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the Parties hereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the Parties. This Agreement is binding and enforceable under contract law upon, and inures to the benefit of, the Parties, their successors, assigns, and legal representatives.

c. Notice. All notices under this Agreement must be in writing and must be hand-delivered, delivered by recognized overnight delivery service, or mailed by certified or registered mail, return receipt requested, to the Parties at the following addresses or such other address as each may have specified to the other by such a notice:

If to the BRA: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201
ATTENTION: Director

with a copy to: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201
ATTENTION: Chief General Counsel

If to the Applicant: New England Medical Center Hospitals, Inc.
750 Washington Street
Boston, MA 02111
ATTENTION: Jerome Grossman, M.D.,
President

with a copy to: Ropes and Gray
One International Place
Boston, MA 02109
ATTENTION: Daniel Roble, Esquire

d. Notice of Agreement Upon Sale or Assignment. Prior to the sale or assignment of its interest in the 1-C Project Phase

1, the Applicant shall comply with the following conditions: (a) the Applicant shall not be in default of the terms and conditions of this Agreement imposed upon the Applicant to such date; (b) the successor or assignee shall expressly assume and agree to perform and comply with all the covenants and provisions of this Agreement on the part of the Applicant; and (c) there shall be promptly delivered to the BRA the original or a duplicate original of the instrument or instruments containing such assignment to and assumption by the successor or assignee. Failure of the Applicant to give such notice prior to the sale or assignment of its interest in the Project shall render ineffective the provisions contained in Article 6 hereof. Any holder of a mortgage on the Project shall expressly assume and agree to perform any obligations of the Applicant hereunder upon acquisition hereunder or acquisition of title to the Project by foreclosure or deed in lieu of foreclosure.

e. Severability. Each and every covenant and agreement contained in this Agreement shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent by invalid or unenforceable, the remainder of this Agreement or the application of such terms to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

APPROVED AS TO FORM:

_____
Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

BOSTON REDEVELOPMENT AUTHORITY

By:_____
Paul Barrett
Director

NEW ENGLAND MEDICAL CENTER
HOSPITALS, INC.

By:_____
David A. Trull
Executive Vice President

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northerly sideline of Oak Street;

thence turning and running N78° 57' 23"W along the northerly sideline of said Oak Street, a distance of 100.53 feet to the point of beginning;

containing 57,346 square feet (1.316 Acres) as shown on a plan entitled "PLOT PLAN, NEW ENGLAND MEDICAL CENTER, BOSTON, MASS." by Harry R. Feldman, Inc., dated March 3, 1992.

The above described parcel is subject to a water and sewer easement running between Bennet Street and Washington Street, a permanent surface easement and an air rights easement as shown on the plan.

The above described parcel contains Land Court Case No. 13684, Lot B of Land Court Case No. 13653, a portion of Lot 3 of Land Court Case No. 20387B and a portion of Lot 2 of Land Court Case No. 29536B.

The above described parcel also contains a portion of Corey Avenue, a private way.

1-c.2co

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1-c.2co:9/10/92

DRAFT

ACCESS PLAN AGREEMENT

BETWEEN

THE CITY OF BOSTON TRANSPORTATION DEPARTMENT

AND

NEW ENGLAND MEDICAL CENTER HOSPITALS, INC.

This Agreement is entered into this _____ day of _____, 1992, by and between the CITY OF BOSTON TRANSPORTATION DEPARTMENT (hereinafter referred to as "BTD") and NEW ENGLAND MEDICAL CENTER HOSPITALS, INC., a not-for-profit, tertiary referral, teaching and research hospital with a principal place of business at 750 Washington Street, Boston, MA 02111 (hereinafter referred to as "Developer").

WITNESSETH THAT:

WHEREAS, Developer proposes to construct two connected buildings, to be known as 1-C North and 1-C South, having in total 370,436 FAR (Floor Area Ratio) square feet, and to be used for clinical, emergency, nursing and other hospital purposes; and

WHEREAS, an Access Plan dated July 1992 has been submitted on behalf of the Developer which documents traffic and parking impacts of the Project; and

WHEREAS, Developer acknowledges potential traffic and parking impacts form the construction and operation of the Project and that such impacts may be mitigated through a construction management plan and a permanent access plan; and

WHEREAS, the BTD and the Developer desire to mitigate traffic

and parking impacts from the construction and operation of the Project;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

Section 1. Definitions

(a) "Access Plan" shall mean the Access Plan for the Project dated July 1992 prepared for the Developer by Howard/Stein-Hudson, Inc., as such Plan may form time to time be amended, a copy of which is attached as Exhibit A and incorporated herein by reference.

(b) "Agreement" shall mean this Access Plan Agreement.

(c) "BRA" shall mean the Boston Redevelopment Authority, a body politic and corporate, organized under Massachusetts General Laws, Chapter 121B, with offices at One City Hall Plaza, Boston, Massachusetts, 02201, its successors and assigns.

(d) "BTD" shall mean the Transportation Department of the City of Boston with offices at One City Hall Plaza, Rm. 721, Boston, Massachusetts 02201, its successors and assigns.

(e) "Certificate of Occupancy" shall mean a certificate of occupancy issued by the City of Boston Inspectional Services Department for the Project.

(f) "Developer" shall mean NEW ENGLAND MEDICAL CENTER HOSPITALS, INC., a not-for-profit, tertiary referral, teaching and research hospital with a principal place of business at 750

Washington Street, Boston, MA 02111, its successors and assigns.

(g) "Effective Date" shall mean the date provided in Section 23 of this Agreement.

(h) "Project" shall mean two connected buildings, to be known as 1-C North and 1-C South, having in total 370,436 FAR (Floor Area Ratio) square feet, and to be used for clinical, emergency, nursing, and other hospital purposes.

(i) "Site" shall mean the 57,346 square-foot parcel located at 750 Washington Street, Boston, MA 02111, as more fully set forth in Exhibit B to this Agreement.

(j) "Term of this Agreement" shall mean the period of time from the Effective Date hereof to thirty (30) years from the date of issuance of the initial Certificate of Occupancy.

(k) "FAR" shall mean Floor Area Ratio as defined in Section 2-1[21] of the Boston Zoning Code.

(l) "Campus Area" shall mean the area bounded by Kneeland Street, Tremont Street, Marginal Road, and Hudson Street and characterized by medical services, research and teaching facilities related to the New England Medical Center Hospital, Inc. and/or Tufts University, and any associated holdings including parking facilities used by employees, faculty or staff at same.

Section 2. Traffic Mitigation

Developer endorses the goals of accommodating all patients in and visitors to the Campus area in reasonably priced off-street parking in close proximity to the patients/visitors' destinations; of encouraging the use of transit and ridesharing by all employees

in the Campus area; of minimizing traffic volumes in the Bay Village and Chinatown neighborhoods by all practical means, including allocation and pricing of employee parking; and of improving traffic flow through the Campus area by such measures as signage, striping, signalization, removal of on-street parking spaces, and other generally recognized engineering solutions.

(a) Developer will institute a program of parking management, demand reduction and commuter mobility measures, which together will constitute a Commuter Mobility Program.

(b) The goals of the Commuter Mobility Program will be:

(i) to maximize the use of mass transit and ridesharing by persons visiting, or working at the Site;

(ii) to make available to all workers in the area improved access to mass transit and ridesharing services, through cooperative efforts with other businesses and institutions in the TNEMC area.

(iii) to foster, through cooperative efforts with local and state government, improvements in transportation facilities, programs and services.

(c) The specific objectives of the Commuter Mobility Program shall be:

(i) to achieve, among persons commuting to work at the Project, a rate of transit use of fifty-two percent (52%), which rate shall be subject to adjustment periodically according to studies conducted by the Central Transportation Planning Staff and recommendations

of the BTD.

(ii) to achieve and average of 1.3 persons occupying each automobile used for commuting to and from the Project.

(d) Upon the BTD's provision of survey instruments, Developer shall conduct annual surveys detailing the transportation impacts of the Project. Such surveys shall yield information regarding the levels of transit usage and vehicle occupancy of commuters to the Project. Prior to the BTD's publication of the results of such surveys, the Developer shall have the right to verify the accuracy of the data presented with respect to the Developer.

The survey will also include a comparison of the transit usage and vehicle occupancy levels with the Objectives and an assessment of progress toward the Objectives. If a survey reveals that the Objectives have not been achieved, Developer and the BTD will meet to discuss a plan for improving the Commuter Mobility Program in order to achieve the Objectives by means of mutually agreeable improvements to the Commuter Mobility Program, as necessary to achieve the Objectives by use of reasonable and economical means consistent with commuter mobility programs for comparable projects.

(e) Transportation Coordinator. Developer shall designate a transportation coordinator who shall cooperate with the BTD in the execution and monitoring of the obligations set forth in this Agreement. The Transportation Coordinator shall further establish and implement a Commuter Mobility Program at the Project, which shall include the following elements and activities:

(i) coordinate all ridesharing activities as described

in Section (b) below;

(ii) promote transportation options through periodic newsletters, special events, publicity, and tenant relation;

(iii) monitor through the Developer's Payroll Department on-site MBTA pass sales;

(iv) encourage implementation of alternative work schedules to spread peak hour travel;

(v) monitor efforts of the Commuter Mobility Program and submit survey results upon request of the BTD.

(f) Ridesharing Program. The Developer shall promote ridesharing, in the form of carpools and vanpools, by persons employed both on the Site and in the Campus area. To that end, the Developer shall:

(i) provide computerized on-site carpool/vanpool matching programs, such as Ridesource;

(ii) participate in joint ridesharing programs with organizations an companies within the Campus area;

(iii) no less than once very six months, provide in an newsletter promotional materials on ridesharing to employees of the Project which will disseminate information and aid in enabling rideshares;

(iv) no less than once every year, sponsor a "Transportation Day" during which transit alternatives will be promoted and opportunities afforded to enlist in ridesharing programs.

Section 3. Parking

(a) Employee Parking Rates. The Developer will discourage employees from driving to work, and attempt to make driving alone less attractive than ridesharing or taking public transportation. (See Sections 4 and 5 infra which outline Developer's policies with respect to ridesharing and transit.) To further this policy, Developer will continue to charge employees for parking at rates which represent no subsidy of the actual cost to the Developer of providing parking. For example, Developer will continue to impose a surcharge on monthly parking rates as a method of discouraging employees from driving to work. Developer is committed to a continuation of these policies to meet the goals described above.

To the extent that they result in increased parking costs, the above employee parking policies may not apply to parking for employees working night shifts.

(b) Patient/Visitor Parking Rates. Parking will be made available to visitors and patients on a priority basis in facilities closest to the Site. Rates charged for patient and visitor parking will be structured so as to encourage short-term parking and discourage long-term parking.

(c) Vanpool Parking Spaces. A reserved parking space in a preferred, convenient location, will be guaranteed for any vanpool which includes three or more employees of the Developer or Tufts University, at a discount of 50%.

(d) Parking allocation. Developer will allot parking to its employees and staff in such a way as to discourage driving alone to

work. To this end, parking allocations will take into consideration demonstrated need. Such criteria as distance of employee's home from the Site and from MBTA subway or commuter rail lines and hours of work will be taken into account in the assignment of parking spaces.

Section 4. Ridesharing

(a) Developer will provide carpool/vanpool matching programs utilizing surveys of employees in the Campus area and computer-based matching techniques.

(b) Developer will provide promotional materials to Developer's employees, and promote carpooling and vanpooling by the installation of a transportation information literature rack in a common area, articles in employee newsletters, and other appropriate means.

Section 5. Transit

(a) Developer will provide an on-site location for transit pass sales.

(b) To encourage employees and staff to use public transportation, Developer intends to establish a program of subsidizing the cost of MBTA of private carrier transit passes for employees and staff of Developer. Toward this end, the Developer has begun to formulate a subsidization program. Such program will be in place prior to issuance of a Certificate of Occupancy for the Project. Developer will pursue ongoing discussions with the BTD to assist it developing such subsidization program. When such program is finalized and adopted by the Developer, it will be incorporated

into this Agreement by amendment.

Section 6. Pedestrians and Bicyclists

(a) Pedestrian maps and signage will be installed which provides clear information regarding location of hospital facilities and pedestrian routes.

(b) Developer will continue to provide ample, secure protected and convenient bicycle parking.

Section 7. Public Right-of-Way

The project's design involves the construction of two buildings, connected by a passageway above the ground level. Between the two buildings an extension of Nassau Street is contemplated, from Ash Street to Washington Street. This extension is intended to be a private street, owned and maintained by the Developer. In connection with this new section of street, and with other improvements in vehicular and pedestrian site access, various changes in the public right-of-way are proposed. These include changes in sidewalks, crosswalks, medians, pedestrian signals, street plantings, on-street parking, and street lighting. These changes will be made only as approved by the Public Improvements Commission of the City of Boston.

Section 8. Transportation Management Association

If and when a transportation management association among area businesses and institutions is formed for the purpose of jointly addressing issues of employee transportation and vehicle trip reduction, Developer will participate in such association. Developer will also participate in any preliminary discussions or

feasibility studies of the formation of such and association.

Section 9. Truck Deliveries

(a) Truck deliveries, excepting, however, courier and parcel deliveries, at the Project will be discouraged during the hours of 7:00-9:00 AM and 4:00-6:00 PM on business days.

(b) No deliveries by trucks of greater than 40 feet in length will be allowed at locations other than the off-street loading facilities without a Street Occupancy Permit from the BTD. Compliance will be assured in the Developer's lease agreements with tenants.

Section 10. Construction Management Plan

Developer shall prepare a construction management plan which details measures to insure the maintenance of existing levels of service on adjacent roadways during the construction of the Project and to minimize disruption at neighboring residential sites, and shall submit said plan to the BTD for approval. Such approval shall be obtained prior to the developer obtaining any building permit from the City of Boston Inspectional Services Department (ISD). It is understood by the Developer that the development of a construction management plan is a precondition to the issuance of a building permit for the Project by ISD.

The construction management plan shall include, but not be limited to, measures dealing with: proposed street occupancies; use of tower cranes; sidewalk occupancies or obstruction of pedestrian flow; materials staging; transportation and parking for construction workers; hours of construction work; materials

delivery.

Failure to comply with the provisions of the Construction Management Plan may result in withdrawal of the Building Permit or Street Occupancy Permit until such time as the Commissioner of Transportation determines that the Developer is in compliance with the Construction Management Plan.

Section 11. Defaults and Remedies

In the event that the Developer shall fail to comply with or shall breach any provisions of this Agreement, and such failure or breach shall continue for 60 days after written notice thereof from the BTD, the BTD may institute any such actions and proceedings as the BTD may deem appropriate, including, but not limited to, an action to compel specific performance and/or to collect any and all damages, expenses, losses and costs caused by such failure or breach, including legal expenses.

Section 12. Records and Reports

Developer shall keep and maintain books, records and other documents regarding compliance with this Agreement. The Developer shall make the same available at all reasonable times for inspection, copying, audit and examination by the BTD.

This Agreement shall not be recorded with the Registry of Deeds. However, the Developer agrees, on the request of the BTD, to record a Notice of this Agreement with the Registry of Deeds. Any such Notice shall expressly state that it is executed pursuant to the provisions contained in this Agreement, and is not intended to vary the terms and conditions of this Agreement.

Section 13. Assumption of Liability

Developer shall assume the defense of and hold the BTD, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Developer, its agents or employees in any way connected with performance under this Agreement.

Section 14. Assignment

Developer may assign its interest in this Agreement, but only subject to and by complying with the following conditions:

(1) Prior to assignment, Developer shall notify the BTD of its intention to assign and identify all prospective assignees;

(2) At the time of the assignment, Developer shall not then be in default of the terms and conditions of this Agreement imposed upon Developer to such date;

(3) The assignee shall expressly assume and agree to perform and comply with all the covenants and provisions of this Agreement on the part of the Developer; and

(4) There shall be promptly delivered to the BTD the original or a duplicate original of the instrument or instruments containing such assignment to and assumption by the assignee.

Section 15. Waiver

No act by or on behalf of the BTD shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the BTD and expressly stated to constitute such waiver. Any express waiver by the BTD of

any rights, terms or conditions of this Agreement shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions, beyond the specific instance of such waiver.

Section 16. Conflict of Interest

Developer covenants and agrees that it shall, in carrying out its responsibilities under this Agreement, comply strictly with each and every provision of c. 268A of the General Laws (the Conflict of Interest Law) to the full extent of the applicability of said provisions to the Developer.

Section 17. Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Developer (including without limitation any condominium association or other association having powers of control over the Site or any portion thereof under Chapter 183A, Massachusetts General Laws) and the public body or bodies succeeding to the interests of the BTD.

It is the intention of the parties that the provisions of this Agreement may only be enforced by the parties hereto and that no other person or persons is authorized to undertake any action to enforce any provisions hereof without the prior written approval of the parties.

Section 18. Notices

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of the Developer, or of the BTD, and shall be deemed delivered if mailed, postage prepaid, by registered or

certified mail, return receipt requested, or delivered by hand to the principal office of the intended party, which is as follows unless otherwise designated by written notice to the other parties:

DEVELOPER:

New England Medical Center Hospitals, Inc.
750 Washington Street
Boston, Massachusetts 02111
Attention: Jerome Grossman, M.D.

BTD:

City of Boston Transportation Department
One City Hall Plaza, Rm. 721
Boston, Massachusetts 02201
Attention: Commissioner

with copies to: City of Boston Transportation Department

One City Hall Plaza, Rm. 721
Boston, Massachusetts 02201
Attention: Special Assistant Corporation Counsel

City of Boston Law Department
One City Hall Plaza, Rm. 615
Boston, Massachusetts 02201
Attention: Corporation Counsel

Boston Redevelopment Authority
One City Hall Plaza
Boston, Massachusetts 02201
Attention: Paul Barrett, Director

Section 19. Amendment

This Agreement, or any part thereof, may be amended from time to time hereafter only in writing executed by BTD and the Developer.

Section 20. Future Adjustments to Plan

The provisions of this Agreement reflect the existing

conditions documented in the Transportation Impact and Access Plan. If, during the five years following execution of this Agreement, these conditions have changed, the BTD in accordance with Section 17 of this Agreement, may require the Developer to make reasonable adjustments to its Transportation Impact and Access Plan to respond to these changes. Any proposal shall take due recognition of fiscal, fiduciary, regulatory or other constraints on the Developer.

If and when an organization ("Transportation Management Association" or "Transportation Management Organization") may be established among property-owners, property management companies, and/or employers in the vicinity of the Project, for the purpose of improving transportation conditions through cooperative promotion of transit and ridesharing and other means, Developer will participate fully in such organization.

Section 21. Severability

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term to persons or circumstances other that those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 22. Governing Law

This agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 23. Execution in Counterparts

This Agreement may be executed in two counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 24. Effective Date

This Agreement shall be deemed to become effective as of the date it shall be executed and dated by all parties.

Section 25. Mitigation Expenses

All mitigation measures undertaken pursuant to this contract shall be at the expense of the Developer and no expense will be incurred by the BTD with respect to such measures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered by their respective duly authorized representatives, as of the date first written above.

WITNESS:

NEW ENGLAND MEDICAL CENTER HOSPITALS, INC.

By _____
David A. Trull
Executive Vice President
(Authorized pursuant to the document attached hereto as Exhibit C)

CITY OF BOSTON TRANSPORTATION
DEPARTMENT

By _____
Richard A. Dimino, Commissioner

Approved as to form:

_____
Albert W. Wallis
Corporation Counsel
City of Boston

AMENDMENTS TO THE
NEW ENGLAND MEDICAL CENTER
MASTER PLAN (1990 - 2000)

On March 29, 1990 the Boston Redevelopment Authority (the "Authority") approved the New England Medical Center Hospitals, Inc. Master Plan, conditional upon: (1) the satisfactory completion of an Institutional Transportation Plan and its subsequent approval by the BRA Board; (2) the execution of a formal Memorandum of Understanding between the Chinatown/South Cove Neighborhood Council, NEMCH, and the BRA; and (3) the requirement that all development contemplated in the Master Plan will be subject to community review and development review procedures necessitating formal BRA approval.

From the time the Master Plan was approved, New England Medical Center Hospitals, Inc.'s ("NEMCH") positive and dramatic growth in its services has caused the 1-C Project Phase 1 program and subsequent design to evolve and increase in size from that envisioned in the approved Master Plan of 1990.

To accommodate such changes, the following amendments should be made to the Master Plan.

1. Program Changes

   a) Further analysis of the clinical and patient needs of the institution, the adoption of the "hospital within a hospital, patient centered care" programs for Cancer, Cardiology and Maternity, and the need for consolidation and expansion of Ambulatory Services in 1-C South resulted in different program priorities. Consequently, the research facilities originally programmed for 1-C North and South buildings will be housed off-site in a separate facility either in the Hinge Block development or on other development sites outside the Chinatown Zoning District. (Compare 1990 Master Plan, Section 4, Page 51, "Research".) The program for Cancer, Cardiology, Maternity, and a Women's Health Center will replace the research program. The Community Hospital Unit, originally slated for the 1-C South Building, will be housed in Pratt 2 upon the completion of the 1-C North building. (Compare 1990 Master Plan, Section 4, Page 48, final paragraph.)

2. Project Changes

   a) In many respects the 1-C Project Phase 1 is similar to that approved in the 1990 Master Plan.

      (i) The 1990 Master Plan envisioned a 1-C Project Phase 1 of two eight story buildings: North and South joined by a connector.

The current design is consistent with this original plan.

(ii) The height of 124 feet and the FAR of 6.5 is consistent with the Chinatown Zoning Code in conjunction with the Article 31 process, which allows a maximum FAR of 8.0.

b) The increase in project square footage from that discussed on Pages 47-48 of the 1990 Master Plan is summarized in Attachment 1 and described below.

(i) Early in the design development of the 1-C Project Phase 1 and in subsequent reviews by the Boston Civic Design Commission and the BRA design staff, the urban design goal of creating adjacent open space was raised. In these discussions, the City recommended the demolition of the Boston Dispensary (BD) building to achieve this open space in and around the 1-C North and Atrium buildings. This decision necessitated the relocation of the current tenants into an enlarged 1-C South building, with an expanded Ambulatory Care program.

(ii) Second, in order to achieve another urban design and Master Plan objective -- pedestrian access -- the design concept of the Atrium evolved. The Atrium does not add patient space, but represents a positive and desirable welcoming statement of place, with coffee shops, a gift shop and waiting area open to the public, and connects Washington Street and Harrison Avenue.

(iii) Regarding the increase in square footage for the 1-C Project Phase 1, there was a 26,249 FAR square foot error in calculating the originally approved Master Plan floor area of 252,000 FAR square feet, which was subsequently scoped by the BRA for the DPIR/EIR. The actual square footage should have been 278,249 FAR sf. The current design and FAR square footage is 370,436 FAR. Therefore, the requested amendment to the Master Plan for the 1-C Project Phase 1 is to allow for an additional 92,187 FAR sf. It should be noted that even with this increased square footage for the 1-C Project Phase 1, the current design and FAR square footage is well within the 718,969 sqare footage allowd for the total Master Plan.

(iv) Because of the floor area increase, the total linkage payment for the project has increased from:

(252,000 FAR sf - 100,000 FAR sf) x $6.00 = $912,000

to:

(370,436 FAR sf - 100,000 FAR sf) x $6.00 = $1,622,616

An increase of $710,616.

(v) Of the total $710,616 in additional linkage, the Atrium payment is $240,450.

(vi) The 1-C Project Phase 1 will necessitate the demolition of the Jackson building (23,287 FAR sf) and the Boston Dispensary building (45,988) for a total net increase of 22,912 FAR sf.

3. Parking Changes

The Medical Center has been working with the City of Boston and the Boston Redevelopment Authority since 1986 to reach agreement on employee, patient, visitor, and student parking locations to meet the needs of the hospital and the Tufts medical school campus. In a 1986 study, two sites north of the Turnpike plus one site south of the Turnpike were studied. In the 1991 Master Plan Transportation Study, the expansion of the Herald Street Garage was studied but rejected as being too costly. Currently, a new employee garage on Traveler Street outside the Chinatown core area is planned. The general principle is to reserve the most convenient on-site spaces, such as the existing Tremont Street Garage, for patients and visitors, and to accommodate as much employee parking as possible in fringe locations away from residential areas.

With the 1-C Project Phase 1, NEMCH is removing 220 spaces from the core Chinatown area a (60 from Washington Street Lot, 72 spaces from Oak Street Lot and 93 spaces from Parcel A). These will be moved to the Traveler Street site away from the campus. (Compare 1990 Master Plan, Section 4, Page 51, "Parking".)

4. Site Layout Changes

The Site Plan submitted with the 1990 Master Plan (Page 66, Figure 38) is amended as set forth in Attachment 2.

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華埠/南灣社區議會

CHINATOWN/SOUTH COVE NEIGHBORHOOD COUNCIL

SUITE 203
65 HARRISON AVENUE
BOSTON, MASSACHUSETTS 02111
TELEPHONE (617) 426-8858

August 18,1992

Mr. Clarence Jones
Chairman, Boston Redevelopment Authority
1 City Hall Square
Boston, MA 02201-1007

Dear Mr. Jones:

We are pleased to inform you that the Chinatown/South Cove Neighborhood Council (CNC), at its August monthly meeting on August 17, 1992, voted unanimously to support and endorse the New England Medical Center's 1C Project. The favorable vote included approval of the Traffic Access Plan, the amendment of the Master Plan project scope from 350,000 to 379,000 square feet, and the project design. The vote also carried a condition that the CNC would withdraw its approval of NEMC's project if the agreements and commitments for community benefits resulting from the 1C project are not finalized and implemented in a timely manner.

Based on the negotiations between the community committees and the NEMC staff to resolve issues and fully develop the benefits, a fresh start has been made to improve Chinatown/NEMC relationships. Your Board's approval of their project will provide the steel and mortar to tie the community and the hospital together. Approval and completion of all aspects of this project will supply needed expansion for the NEMC and assistance to the community so that both can face the challenges of the nineties.

Sincerely,

Davis Woo

Davis Woo
Executive Director

華埠/南灣社區議會

CHINATOWN/SOUTH COVE NEIGHBORHOOD COUNCIL

SUITE 203
65 HARRISON AVENUE
BOSTON, MASSACHUSETTS 02111
TELEPHONE (617) 426-8858

August 18, 1992

Dr. Jerome Grossman
New England Medical Center
750 Washington Street
Boston, MA 02111

Dear Dr. Grossman:

We are pleased to inform you that the Chinatown/South Cove Neighborhood Council (CNC) last night, August 17, 1992, at its August monthly meeting, unanimously voted to support and endorse the New England Medical Center (NEMC) plans for its 1C Project. The favorable response includes approval of the Traffic Access Plan, the amendement of the Master Plan project scope from 350,000 to 379,000 square feet, and the project design.

In order to maintain the momentum to follow through with fulfillment of the agreements and commitments to finalize and implement the community benefits, the CNC reserved its right to withdraw its support of the project. It is the sincere desire of the community that this condition never has to be exercised. Too many people, expending much work, on both sides of the table, should not see the results of their efforts to create a win-win situation for two neighbors go for naught.

Dr. Grossman, we hope by the actions of both the NEMC and the CNC we have closed another often times stormy chapter in our relationship chronicles and that future pages will be based on trust, understanding, and a true spirit of friendship. Let us continue to work together to make this section of Boston a model for the rest of the City's neighborhoods.

In closing, best wishes and good luck on your project. Thank you for the benefits generously given already and for those yet to come. Also our gratitude go to your staff who have exercised sensitivity and patience.

Sincerely,

Davis Woo

Davis Woo
Executive Director

ASIAN AMERICAN BANK N.A.
(IN ORGANIZATION)
美洲銀行
72 Kneeland Street, Suite 301, Boston MA 02111 (617) 695-2800

September 14, 1992

Mr. Clarence Jones
Chairman, Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201-1007

Dear Mr. Jones:

For sometime now, the Asian American Bank has been working closely with the New England Medical Center to secure space for its proposed Bank location in Chinatown.

As Chairperson of the Asian American Bank, I am writing this letter in support of the New England Medical Center's 1C Project. As neighbors, it is clear as they grow, we will in turn prosper. You should also know that the Medical Center's representative have been most accommodating to us in our securing the Bank's location at 15 Kneeland Street within the Medical Center. They have on many occasions, extended our current Lease arrangement of the space, and have kept this location off the market awaiting patiently the Bank's final approvals by the State.

On behalf of the Board of Directors, I wish to publicly note the Medical Center's cooperation in the formation of our Community Bank, and urge that you act favorably on the approval of its prospect at your September 16, 1992 Board Hearing.

Thank you for your consideration of this letter.

Sincerely yours,

Vivian Wenhuey Chen Huang

VWCH:emj

cc: Robert P. Bland
Larry Smith
Paul Barrett, Executive Director
Gerard Kavanaugh
Dennis Callahan